

Exhibit "A"

A G R E E M E N T

THIS AGREEMENT entered into this _____ day of December, 1966, by and between the MULTNOMAH AMATEUR ATHLETIC CLUB, a corporation organized and existing under the laws of Oregon, hereinafter referred to as "Seller," and the CITY OF PORTLAND, a municipal corporation, organized and existing under the laws of Oregon, hereinafter referred to as "Buyer,"

W I T N E S S E T H:

In consideration of the stipulations and agreements herein contained and the payments to be made as hereinafter specified, Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the following described real estate situate in the City of Portland, County of Multnomah, State of Oregon, to-wit:

A parcel of land in Section 33, T. 1N., R. 1E., W.M., 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 Fourteenth Street as shown on the Map of Part of Ruth A. Semple's Portion of the Nancy Lowndale Donation Land Claim in

the City of Portland, recorded May 23, 1873, in Book 2, at Page 46, 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 northeasterly 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

upon the following terms and conditions, to-wit:

1. Purchase Price. The purchase price thereof shall be Two Million One Hundred Thousand Dollars (\$2,100,000.00), payable in cash on May 1, 1967, or at such earlier time as Buyer may have received proceeds from its sale of general obligation serial bonds. Buyer agrees to exert all reasonable effort to expedite the sale of such bonds in order that the purchase price hereunder may be paid to Seller as soon as possible.

2. Title. Title to and ownership of said property and repairs, replacements, additions or substitutions thereto shall remain in Seller until all payments hereunder, including interest and all charges herein provided for have been fully paid, and all of the other terms and conditions herein set forth upon the part of Buyer have been kept, observed and performed.

3. Possession; Real Property Taxes. Buyer shall be entitled to possession of said premises at the close of business on December 31, 1966, and may retain such possession so long as it is not in default under the terms hereof. Real property taxes on said premises for the current tax year in the amount of \$37,228.36 have heretofore been paid by Seller. Such taxes shall be pro-rated between the parties hereto as of the close of business on December 31, 1966 and Buyer shall reimburse Seller for one-half thereof in the amount of \$18,614.18 on or before the time for payment of the purchase price specified above.

4. Condition of Premises; Absence of Warranty. Buyer has examined the said premises and is familiar with the state and condition thereof and accepts the same in such condition. Buyer

expressly acknowledges that Seller has made no warranty of any kind, nature or description in connection therewith.

5. Maintenance of Premises; Liens and Encumbrances; Utility Charges. Buyer agrees to permit Seller to examine the said premises at any time, to maintain the same, including the playing field, grass and shrubs, in a neat and attractive condition and repair, reasonable wear and tear thereof excepted, not to suffer the property to become subject to the levy of any writs of attachment, execution or other process, lien, or encumbrance, and not to suffer or permit any waste or strip thereof. Buyer further agrees not to create or permit to be created any lien, encumbrance or adverse claim of any character against the same and not to sell, transfer or assign its right, title or interest in said property or this contract and that it will pay all taxes and assessments of every kind and character levied or assessed against said property and this contract and the indebtedness and transaction represented thereby. Buyer further agrees to pay all water, fuel, electric, gas, and other utility charges which may lawfully be imposed upon said premises after December 31, 1966.

6. Insurance; Performance Regardless of Damage. Buyer shall keep said property insured against loss or damage by fire (with extended coverage) in an amount not less than One Million Two Hundred Ninety-Eight Thousand Dollars (\$1,298,000.00) in a company or companies satisfactory to Seller, with loss payable first to the Seller and then to the Buyer as their respective interests may appear, and all policies shall be delivered to Seller when issued, to be held by Seller until termination of this contract and then delivered by Seller to Buyer. Should said property suffer any loss, damage or injury, Buyer agrees notwithstanding to purchase and pay for such property in full according to the terms hereof.

7. Addition to Purchase Price. If Buyer fails to make any payments required hereunder, including but not limited to paying the aforesaid liens, taxes, charges and insurance premiums, Seller may do so if it shall desire and any payment so made shall be added to and become a part of the purchase price and become a part of the debt secured by this contract, in which event such advance shall bear interest at the rate of six per cent (6%) from the time when made to the date when paid, provided that any such payment by Seller shall be without waiver of any right arising to Seller for Buyer's breach of contract.

8. Title Insurance Policy. The Seller has exhibited to the Buyer a title insurance policy insuring marketable title in and to said premises in the Seller. Seller's title has been examined by Buyer and is acceptable and approved by it.

9. Deed. Contemporaneously herewith Seller has executed a good and sufficient deed, the form of which is attached hereto and by this reference made a part hereof, approved by Buyer, conveying the said premises unto Buyer, its successors and assigns, and Seller shall deliver said deed, duly executed, together with the title insurance policy to Buyer upon payment of the purchase price and full compliance by Buyer with the terms of this contract.

10. Default. In the event Buyer fails to pay the purchase price herein required or fails to keep other agreements herein contained, then Seller at its option shall have any and all of the following rights:

- (1) If the purchase price is not paid in full by May 1, 1967, extend this contract, provided that from said date the unpaid balance of the purchase price shall bear interest at the rate of six per cent (6%) per annum and all other terms and conditions hereof shall continue in full force and effect until the purchase price is paid in full;
- (2) Declare this contract null and void;
- (3) Foreclose this contract by suit in equity; and
- (4) Pursue any of the remedies available to Buyer as the result of breach of this contract.

In any of the remedies specified in clauses (2) and (3) above, all rights and interests created or then existing in favor of Buyer as against Seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by Buyer hereunder shall revert to and revest in Seller without any act of re-entry, or any other act to be performed by Seller and without any right of Buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made. In case of such default, Seller shall have the right immediately, or at any time thereafter, to enter upon the said premises, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging; and it is further agreed that in case suit or action is commenced to enforce this contract, the court upon motion of either party may appoint a receiver to collect the rents and profits arising out of the property sold hereunder or any improvements and appurtenances thereon or pertaining thereto, and to take possession, management and control of the said property during the pendency of such suit or action, or until payment of the debt hereby secured,

and apply the said rents and profits to the payment of the amounts due under this contract, first deducting all proper charges and expenses attending the execution of such trust. Seller shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Seller from pursuing any further or other remedy hereunder or which is permitted by law or equity.

Buyer shall not be deemed in default for failure to perform any term or condition of this contract, other than the failure to make payment as provided herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within ten days after notice. Notice for this purpose shall be deemed to have been given by presentation to the City Auditor in the City Hall in Portland, Oregon.

11. Time of Essence. Time is the essence of this contract. Any extension of time of payment or the acceptance of a part thereof or failure of Seller to enforce promptly any other breach of this contract by Buyer shall not be construed as a waiver on the part of Seller of the strict performance of all conditions herein contained and Seller may, nevertheless, enforce the performance of this contract as herein provided upon any breach by Buyer of any condition herein contained or upon failure to make prompt payment according to any extension granted.

12. Use of Team Locker Rooms. Subject to Seller's reasonable rules and regulations, Seller shall allow the use of the present team rooms situate in its clubhouse on Seller's property immediately adjoining the said premises on the south by teams engaged in athletic events in the stadium upon said premises until Buyer has constructed new team rooms on the said premises, the building in which the team rooms are located is torn down in connection with Seller's reconstruction program, or January 1, 1968, whichever shall first occur, and in connection therewith teams shall be given right of access to the team rooms over property of Seller between the team rooms and the stadium. Such right of access and such right to use the team rooms shall not be construed to include the right to use any other part of Seller's clubhouse. Buyer shall reimburse Seller for any damage done to Seller's property in connection with such use of the team rooms. In addition, it is the intention of Seller to permit Buyer continued use of the north side of said clubhouse building for the maintenance of scoreboard and loudspeakers, as presently located, until the clubhouse building is razed or the premises conveyed are no longer used for stadium purposes, whichever is first to occur.

13. Right to Repurchase Property. Buyer shall have the first right of refusal to repurchase the said premises, as more fully

set forth in the deed attached hereto.

14. Easements for a Right of Way, Maintenance of Bleachers, and Footings. Buyer shall have easements for right of access to the said premises, for the right to use and maintain the south end zone bleachers and southerly portion of the center field bleachers of the stadium facilities located on Seller's property, and for the right to maintain on Seller's property the footings of the south end of the west stadium grandstand all as more fully set forth in the deed attached hereto.

15. Attorney's Fees. In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the losing party shall pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party shall pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

16. The acceptance by Seller of any check, draft or order or any other negotiable instrument as part payment or full settlement of any payment due hereunder shall not operate as a payment on this contract until and after the same has been fully honored and Seller has received lawful money of the United States in full therefor and irrespective of whether any credit has been posted or entered of record in favor of the Buyer.

17. Hold Harmless. Commencing on the close of business on December 31, 1966, Seller shall in no way be liable for any accident or injury to any goods, property or persons whatsoever or whomsoever arising out of or in connection with the condition and use of said premises. Buyer shall at all times thereafter indemnify and hold Seller harmless from and against all fines, claims, damages, suits, losses, actions or expenses arising out of or in any way connected with the condition, maintenance, use and operation of said premises and from all losses, costs and expenses and injuries that might occur to any employe of Buyer or third person in general in this regard. Buyer shall keep Seller insured in a responsible insurance company approved by Seller to the extent of not less than \$200,000.00 against liabilities for injuries sustained by one person and not less than \$1,000,000.00 for personal injury sustained in any one accident, and \$25,000.00 for damage to property, and shall deliver evidence of said insurance to Seller.

18. Complete Agreement. This contract contains a complete agreement of the parties and there are no representations or warranties, express or implied, which are not herein contained

and there shall not be any change, alteration, amendment or modification thereof unless the same be actually reduced to writing and signed by the parties hereto.

19. Termination. This contract and all obligations of the parties hereto except with respect to Paragraph 12 hereof shall terminate upon payment to Seller of the purchase price and all other sums due hereunder, the full compliance by Buyer with the terms of this contract and the delivery by Seller to Buyer of the deed and title policy under Paragraph 9 hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective officers on this, the day and year first written above, Seller acting pursuant to a Resolution of its Board of Trustees adopted on December 19, 1966, and Buyer acting pursuant to Ordinance No.

MULTNOMAH AMATEUR ATHLETIC CLUB

By _____
President

By _____
Secretary

CITY OF PORTLAND

By _____
Mayor

By _____
Auditor

Approved as to form:

City Attorney

DEED

KNOW ALL MEN BY THESE PRESENTS, That the MULTNOMAH AMATEUR ATHLETIC CLUB, a corporation organized and existing under the laws of the State of Oregon, hereinafter called grantor, in consideration of \$10.00 to grantor paid, the receipt whereof hereby is acknowledged, does hereby grant, bargain, sell and convey unto the CITY OF PORTLAND, a municipal corporation organized and existing under the laws of the State of Oregon, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the City of Portland, County of Multnomah, State of Oregon, described as follows, to-wit:

A parcel of land in Section 33, T.1 N., R.1 E., W.M., 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 Fourteenth Street as shown on the Map of Part of Ruth A. Semple's Portion of the Nancy Lowmsdale Donation Land Claim in the City of Portland, recorded May 23, 1873, in Book 2, at Page 46, 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 Southeastern Portion of Amos N. King's Land Claim, when measured at right angles thereto; thence northeasterly 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.

TO HAVE AND TO HOLD the above described and granted premises unto the said grantee and unto grantee's successors and assigns forever.

SUBJECT TO ALL EASEMENTS OF RECORD, AND TOGETHER WITH THE FOLLOWING EASEMENTS:

Until such time as the grantee ceases to use the said premises as a stadium in its present or expanded form, or sells said premises or a substantial portion thereof, whichever shall first occur, grantee shall have the following three easements:

(1) An easement for right of access to the said premises through use jointly with the grantor of the existing access road of grantor which lies approximately one hundred seventy (170) feet north of the line of S.W. Salmon Street and leads in westerly from S.W. Eighteenth Avenue to the stadium, for purposes connected with the maintenance, use and operation of the athletic facilities and appurtenances located on the said premises. Grantee shall have the right at its own expense to widen said road to the north. Grantor shall have the right to widen and relocate said road to the north at its own expense (including the expense of removing and reconstructing such part of the center field bleachers as may be required as a result thereof) provided that after such change the grantee shall have good and reasonable access to the said premises, and provided further that the north edge of the part of such road that is widened or relocated by grantor shall extend no farther than twenty-four (24) feet northerly from the north wall of the present new clubhouse building of the grantor or an extension of such north wall to the west. In addition to the foregoing, it is anticipated that grantor and grantee together may make further changes in connection with the width and location of such road and said bleachers, consistent with the use by grantor of its property in connection

with demolition of the old clubhouse building and completion of its plans for the utilization of its property, consistent with the proper use and operation of the grantee's premises for an athletic stadium, and mutually agreed upon by the parties. Grantee shall at its expense maintain such road in a reasonable state of repair and operating condition, provided, however, that if grantor or anyone using the road with grantor's permission shall directly damage such road or any part thereof, grantor shall be responsible for the cost of the repair thereof. In the event either party should widen or relocate such road, the other party acknowledges that for a reasonable period of construction of such widening or relocation the right of access to the said premises may be temporarily suspended. In connection with the joint use of such road, grantee and grantor shall cooperate to maintain security and to prevent undue obstruction of the use of the road by either party; and

(2) An easement for right to maintain and use that portion of grantor's property lying north of the northerly line of the existing road described in paragraph (1) above, as the same may be widened and/or relocated in accordance with the terms of such paragraph, for the purpose of maintenance and use of the southerly corner of the present center field bleachers and temporary end zone bleachers located on grantor's property. This easement shall not be construed to include the right of grantee to substantially reconstruct or improve either of these structures on grantor's property.

(3) An easement for all footings and other portions of the west grandstand of the stadium situated upon grantor's property beyond the southerly line of the premises herein conveyed.

SUBJECT TO THE RIGHT OF GRANTOR OF FIRST REFUSAL TO PURCHASE AS FOLLOWS:

Grantee shall not sell or otherwise dispose of said premises or any part thereof without first having offered to sell the same to grantor. 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. Within forty-five (45) days after the receipt of such offer, grantor may by notice to grantee elect to purchase upon those terms the property so offered. Grantor's notice of acceptance of the offer shall specify a date for the closing of

the purchase, which date shall be not more than thirty (30) days after the date of the giving of such notice. If the offer is not accepted by the grantor, the grantee 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, but only in accordance with the terms therein stated. However, if the grantor shall fail to make such sale or other disposition within six (6) months following the date of receipt of grantor's offer to grantee as set forth above, the said premises shall again become subject to the restrictions of this paragraph.

By authority of a Resolution adopted by the Board of Trustees on December 19, 1966, signed and the corporate seal affixed this ____ day of December, 1966.

MULTNOMAH AMATEUR ATHLETIC CLUB

By _____
President

By _____
Secretary

STATE OF OREGON)
) ss:
County of Multnomah)

Personally appeared Edward H. Look and Norval Grubb, who, being first sworn, stated that they are President and Secretary, respectively, of the MULTNOMAH AMATEUR ATHLETIC CLUB, grantor, and that the seal affixed hereto is the seal of that corporation and that this deed was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Trustees.

Before me:

Notary Public for Oregon
My commission expires _____

ORDINANCE No. 123776

An Ordinance authorizing the Mayor and Auditor to execute an agreement with the Multnomah Amateur Athletic Club for purchase of the Multnomah Stadium property, wherein the City will assume operation of the facility at the close of business on December 31, 1966, but will not make payment and accept delivery of the deed until funds are received from sale of bonds prior to May 1, 1967, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that by its Resolution No. 29891 dated November 30, 1966, it accepted the offer of the Multnomah Amateur Athletic Club for the purchase of Multnomah Stadium and it directed the City Attorney to prepare documents necessary for the transaction; that the City Attorney has prepared an agreement wherein the City will assume operation of the facility at the close of business on December 31, 1966, but will not make payment and accept delivery of the deed, together with easements and licenses necessary to operate the facility for stadium purposes, until funds are received from sale of general obligation serial bonds prior to May 1, 1967; and that the Mayor and Auditor should be authorized to execute said agreement; now, therefore, the Mayor and Auditor hereby are authorized and directed to execute an agreement with the Multnomah Amateur Athletic Club substantially in accordance with the form of agreement attached hereto, marked Exhibit "A," and by this reference made a part hereof.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the agreement authorized under Section 1 hereof may be executed and given full force and effect prior to the close of business on December 31, 1966; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, DEC 22 1966

Sam W. Schrank
Mayor of the City of Portland

Attest:

Alfred...
Auditor of the City of Portland

Calendar No. 5162

ORDINANCE No. 122776

Title

An Ordinance authorizing the Mayor and Auditor to execute an agreement with the Multnomah Amateur Athletic Club for purchase of the Multnomah Stadium property, where in the City will assume operation of the facility at the close of business on December 31, 1966, but will not make payment and accept delivery of the deed until funds are received from sale of bonds prior to May 1, 1967, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Bean	1	
Bowes	1	
Earl	1	
Grayson	1	
Schrank	1	

FOUR FIFTHS CALENDAR	
Bean	ORBa
Bowes	
Earl	ME
Grayson	RD
Schrank	TDS

Filed DEC 21 1966

RAY SMITH
Auditor of the CITY OF PORTLAND
By Robert Kyle
Deputy

INTRODUCED BY
Order of Council

DRAWN BY
RAB/fg
Date December 21, 1966

NOTED BY THE COMMISSIONER
Affairs
Finance
Safety
Utilities
Works

City Attorney *AMS*

NOTED FOR CITY AUDITOR
R. C. H.
me

APPROVED
Date
By
City Engineer
Date
By