

CHICAGO TITLE 472512504248-50

**After recording, please return to:**

City of Portland  
Office of Management & Finance  
Property Management  
1120 SW 5<sup>th</sup> Avenue, Rm 1204  
Portland, Oregon 97204

**Tax Statement to be sent to:** [No Change]

Legacy Health  
1919 NW Lovejoy Street  
Portland, Oregon 97209

Multnomah County Official Records  
R Weldon, Deputy Clerk

**2012-157169**

12/05/2012 02:31:03 PM

1R-EASEMT Pgs=7 Stn=24 ATRJG  
\$35.00 \$11.00 \$10.00 \$15.00

**\$71.00**

**EMERGENCY PARKING EASEMENT AGREEMENT**

This Emergency Parking Easement Agreement (the "Agreement") is made as of Dec. 5, 2012 (the "Effective Date"), by and between Legacy Health ("Legacy"), and The City of Portland (the "City"). Legacy and the City are collectively referred to in this Agreement as the "Parties."

The Parties agree as follows:

1. **Legacy Grant.** Legacy owns that certain real property described in Exhibit A (the "Servient Estate"). Legacy grants and conveys to the City a temporary emergency parking easement on a portion of the Servient Estate as more particularly described in Exhibit B (the "Parking Easement"). The Parking Easement will be for the nonexclusive use of City employees, contractors, and agents. Use of the Parking Easement by City employees, contractors, and agents will be restricted to Emergency Activation parking and staging of motor vehicles owned or operated by the City. Emergency Activation is an emergency event as defined in City Code, Chapter 3.124.010. The City will immediately remove all City vehicles, equipment, and property from the Parking Easement upon the termination of each applicable emergency. Legacy further grants and conveys to the City a temporary non-exclusive easement over that portion of the Servient Estate that comprises vacated North Knott Street between North Williams Avenue and North Vancouver Avenue for purposes of ingress to and egress from the Parking Easement.
2. **Legacy Use.** The City acknowledges that Legacy may use portions of the Parking Easement to stage construction projects. If Legacy is engaged in such use when a public emergency is declared, Legacy will use commercially reasonable efforts to provide the City with reasonably similar replacement parking/staging space.
3. **Termination.** This Agreement will terminate on the fifth anniversary of the Effective Date.
4. **Restoration.** The City will repair any damage to the Parking Easement caused by the City's use of the Parking Easement. Legacy will have no obligation to improve the Parking Easement for the City's use hereunder. Legacy will have no obligation to make any repairs to the Parking Easement except to the extent of any damage caused by Legacy or Legacy's employees or contractors that renders the Parking Easement unsuitable for the City's use permitted hereunder.
5. **Indemnification.** Subject to the limitations of the Oregon Tort Claims Act, the City will indemnify Legacy for any damages or losses suffered as the result of liability resulting from or arising out of their or their employees', agents', invitees', members', guests' or contractors' use of the easements described herein.
6. **Notices.** Any notice required by the terms of this Agreement to be given by one party hereto to the other or desired so to be given, will be sufficient if in writing and mailed by certified or registered mail with postage prepaid, and if intended for Legacy then if addressed to Legacy at 1919 NW Lovejoy Street, Portland, Oregon 97209, and if intended for the City, then if addressed to the City at Facilities Services, City of Portland, 1120 SW Fifth Avenue, Room 1204, Portland, Oregon 97204, Attn: Property Management. Any such notice will be deemed conclusively to have been delivered to the addressee thereof forty-eight (48) hours after the deposit thereof in the United States mail.

CHICAGO TITLE 472512504248-5D

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1120 SW 5<sup>th</sup> Avenue, Rm 1204  
Portland, Oregon 97204

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1919 NW Lovejoy Street  
Portland, Oregon 97209

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7. **Force Majeure.** The obligations of the Parties to each other are excused, because they are unable to fulfill, or are delayed in fulfilling, any of their respective obligations under this Agreement by reason of strike, other labor trouble, governmental pre-emption of priorities or other controls in connection with a national or other public emergency or shortages of fuel, supplies, materials or labor resulting therefrom, war, insurrection, riot, act of God, act of any public enemy or any other cause, whether similar or dissimilar, beyond that Party's reasonable control; or of any failure or defect in the supply, quantity or character of electricity, water or other utilities by reason of any requirement, act or omission of the public utility or others serving the respective property with electric energy, steam, oil, gas or water, or for any other reason whether similar or dissimilar, beyond that Party's reasonable control.
8. **Attorneys' Fees and Court Costs.** In case suit or action is instituted to enforce compliance with or interpret any of the terms of this Agreement, the losing party agrees to pay the prevailing party a reasonable attorney's fee, together with all costs and expenses incurred in connection with such actions, including the reasonable cost of searching records to determine the condition of title at the time suit is commenced, such fees and costs to be approved by the court after trial and/or appeal.
9. **Miscellaneous.**
- 9.1. **Severability.** If a provision of this Agreement is held invalid, it is hereby agreed that all valid provisions remain in effect. If a provision is invalid only as to certain applications, the provision will remain in effect in all valid applications.
- 9.2. **Applicable Law and Venue.** This Agreement will be construed in accordance with, and governed by, the laws of the State of Oregon. Venue for any action brought under or in connection with this Agreement will be in Multnomah County, Oregon.
- 9.3. **Counterparts.** This Agreement may be executed in one or more counterpart copies. Each counterpart copy will constitute an agreement and all of the counterpart copies will constitute one fully executed agreement.

**LEGACY HEALTH**

By:   
Name: George J. Brown, M.D., FACP  
Its: President and CEO  
Date: 30 NOV 2012

By:   
Name: Dave Eager  
Its: Sr. Vice President and CFO  
Date: 11/30/12

**THE CITY OF PORTLAND**

By: \_\_\_\_\_  
Name: Jack Graham  
Its: Chief Administrative Officer  
Office of Management and Finance  
Date: \_\_\_\_\_

Approval as to Form

\_\_\_\_\_  
City Attorney

**ACKNOWLEDGEMENTS ARE ON THE FOLLOWING PAGE**



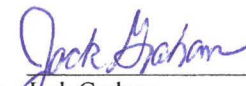
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**LEGACY HEALTH**

By: \_\_\_\_\_  
Name: George J. Brown, M.D., FACP  
Its: President and CEO  
Date: \_\_\_\_\_

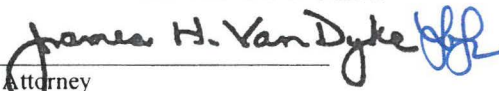
By: \_\_\_\_\_  
Name: Dave Eager  
Its: Sr. Vice President and CFO  
Date: \_\_\_\_\_

**THE CITY OF PORTLAND**

By:   
Name: Jack Graham  
Its: Chief Administrative Officer  
Office of Management and Finance  
Date: 12/4/12

Approval as to Form

**APPROVED AS TO FORM**


  
City Attorney  
**CITY ATTORNEY**

**ACKNOWLEDGEMENTS ARE ON THE FOLLOWING PAGE**

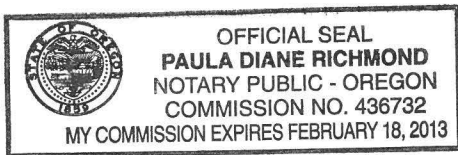
State of OREGON                     )  
  )ss.  
County of Multnomah                )




On this 30<sup>th</sup> day of November, 2012, personally appeared before me George J. Brown, M.D., FACP, who stated that he is the President and CEO of Legacy Health, an Oregon nonprofit corporation, and that the instrument was signed in behalf of Legacy Health by authority of its board and acknowledged said instrument to be its voluntary act and deed. Before me:

  
Notary Public for Oregon  
My Commissions Expires: Feb 18, 2013

State of OREGON                     )  
  )ss.  
County of Multnomah                )



On this 30<sup>th</sup> day of November, 2012, personally appeared before me Dave Eager, who stated that he is the Sr. Vice President and CFO of Legacy Health, an Oregon nonprofit corporation, and that the instrument was signed in behalf of Legacy Health by authority of its board and acknowledged said instrument to be its voluntary act and deed. Before me:

  
Notary Public for Oregon  
My Commissions Expires: Feb 18, 2013

State of OREGON                     )  
  )ss.  
County of Multnomah                )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, personally appeared before me Jack Graham, who stated that he is the Chief Administrative Officer of the Office of Management and Finance for the City of Portland, an Oregon municipal corporation, and that the instrument was signed in behalf of City of Portland by authority of its City Council and acknowledged said instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commissions Expires: \_\_\_\_\_

State of OREGON

)  
)ss.  
)

County of Multnomah

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\_\_\_\_\_  
Notary Public for Oregon

My Commissions Expires: \_\_\_\_\_

State of OREGON

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County of Multnomah

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Notary Public for Oregon

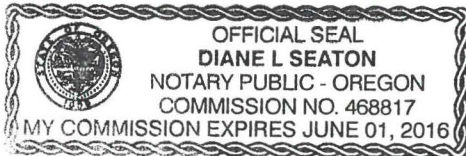
My Commissions Expires: \_\_\_\_\_

State of OREGON

)  
)ss.  
)

County of Multnomah

On this 4th day of December, 2012, personally appeared before me Jack Graham, who stated that he is the Chief Administrative Officer of the Office of Management and Finance for the City of Portland, an Oregon municipal corporation, and that the instrument was signed in behalf of City of Portland by authority of its City Council and acknowledged said instrument to be its voluntary act and deed. Before me:



Diane Seaton  
\_\_\_\_\_  
Notary Public for Oregon

My Commissions Expires: June 1, 2016

**EXHIBIT A**  
**Legal Description of Servient Estate**

All of Blocks 3 and 4,RAILROAD SHOPS ADDITION, in the City of Portland, County of Multnomah and State of Oregon; TOGETHER WITH a strip of land adjacent on the East of said Blocks, lying between the East line of said Blocks and the West line of North Williams Avenue, and between the Easterly extensions of the North line of Block 3 and the South line of Block 4; and TOGETHER WITH those portions of the North half of vacated North Graham Street and vacated North Knott Street, which inured to said property by reason of vacation; and EXCEPTING THEREFROM the West 10 feet of said Blocks taken for the widening of North Vancouver Avenue and those portions of Block 4taken for the widening of North Vancouver Avenue and North Russell Street, and FURTHER EXCEPTING THEREFROM Tax Lots 1900 and 2100.

**EXHIBIT B**  
**Legal Description of Parking Easement**

All of Block 4, RAILROAD SHOPS ADDITION, in the City of Portland, County of Multnomah, and State of Oregon, excepting therefrom any portion that lies within North Vancouver Avenue, North Williams Avenue, North Russell Street, and North Knott Street, and further excepting therefrom any sidewalks and associated planting strips.