

**EXHIBIT "A"**

**LOCAL GRANT-IN-AID  
AND  
COOPERATION AGREEMENT  
BY AND BETWEEN THE  
CITY OF PORTLAND  
AND THE  
PORTLAND DEVELOPMENT COMMISSION**

**LOCAL GRANT-IN-AID AND COOPERATION AGREEMENT**

THIS AGREEMENT, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between the City of Portland, a municipal corporation of the State of Oregon, (herein called the "Local Government"), and the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland, a public body corporate and politic, duly created and functioning under the laws of the State of Oregon (herein called the "Commission"), WITNESSETH: that,

WHEREAS, the Commission in accordance with and pursuant to the laws of the State of Oregon, Charter of the City of Portland, and Title I of the Housing Act of 1949, as amended, including Section 112 thereof, is undertaking an urban renewal project, known as the Emanuel Hospital Project (herein called the "Project"), located in that area (herein called the "Project Area"), of the City of Portland, County of Multnomah, State of Oregon, more specifically bounded and described as follows:

Beginning at the intersection of the extension of the west line of North Commercial Court and the south line of North Russell Street, the point of beginning; thence easterly along the south line of North Russell Street to the east line of North Williams Avenue; thence northerly along the east line of North Williams Avenue to the north line of North Stanton Street; thence westerly 242 feet, more or less, along the north line of North Stanton Street to a point; thence southerly 165 feet to a point; thence easterly 40.8 feet to a point; thence northerly 15 feet to a point; thence easterly 28 feet to the west line of an alley; thence southerly along the west line of the alley to the north line of North Graham Street; thence westerly to the west line of North Vancouver Avenue; thence southerly 195 feet, more or less, along the west line of North Vancouver Avenue to a point; thence westerly 131 feet, more or less, to a point; thence southerly 135 feet, more or less, to the north line of North Knott Street; thence westerly along the north line of North Knott Street to the east line of North Gantenbein Avenue; thence northerly along the east line of North Gantenbein Avenue to the north line of North Graham Street; thence westerly along the north line of North Graham Street to the east line of North Commercial Avenue; thence northerly along the east line of North Commercial Avenue

to the south line of North Stanton Street; thence easterly along the south line of North Stanton Street to the east line of North Vancouver Avenue; thence northerly along the east line of North Vancouver Avenue to the north line of North Morris Street; thence westerly along the north line of North Morris Street to the east line of North Gantenbein Avenue; thence northerly along the east line of North Gantenbein Avenue to the south line of North Monroe Street; thence easterly along the south line of North Monroe Street to the east line of North Vancouver Avenue; thence northerly along the east line of North Vancouver Avenue to the north line of North Ivy Street; thence westerly along the north line of North Ivy Street 385 feet, more or less, to a point 5 feet east of an extension of the east line of North Gantenbein Avenue; thence southerly parallel to said line 60 feet to a corner on the south line of North Ivy Street; thence southwesterly 7.07 feet along a lot line to a corner on the east line of North Gantenbein Avenue, said corner lying 5 feet south of the south line of North Ivy Street; thence westerly 49.4 feet, more or less, to a point on the west line of North Gantenbein Avenue, said line also being on the southeasterly right-of-way line of the Oregon State Highway proposed Fremont Interchange; thence southwesterly along said Freeway right-of-way line to the east line of North Borthwick Avenue, said point also being on the south line of North Morris Street; thence easterly along the south line of North Morris Street to the west line of North Kerby Avenue; thence southerly along the west line of North Kerby Avenue to a point 90 feet, more or less, south of the north line of North Knott Street, said point being also on the east right-of-way line of the Minnesota Freeway; thence southeasterly along the east right-of-way line of the Minnesota Freeway to the south line of North Russell Street, the point of beginning.

WHEREAS, the Project involves undertakings and activities by the Commission in the Project Area for the elimination and for the prevention of the development or spread of slums or blight and involves slum clearance and redevelopment in accordance with a plan (herein called the "Urban Renewal Plan" or "Plan"), to be adopted by the Commission, and to be approved by the City Council of the City of Portland, Oregon, all in accordance with Oregon Revised Statutes, Chapter 457; and

WHEREAS, the slums and conditions of deterioration and blight existing in the Project Area constitute a menace to the community and are detrimental to the health, safety, morals, and welfare of the residents of the community; and

the elimination of said slums and conditions of deterioration and blight by the Commission with the federal financial assistance provided pursuant to Title I of the Housing Act of 1949, as amended, is necessary for the protection and preservation of the public health, safety, morals, and welfare, and that carrying out the Project is in the public interest; and,

WHEREAS, in addition to the elimination of slums or blight from the Project Area, the undertaking of the Project in said Area will further promote the public welfare and proper development of the community by (1) making land in the Project Area available for disposition, for uses in accordance with the Urban Renewal Plan to the Emanuel Lutheran Charity Board and Emanuel Hospital for re-development in accordance with the uses specified in the Urban Renewal Plan, and (2) by providing through the redevelopment of the Project Area in accordance with the Urban Renewal Plan, a cohesive environment compatible with the functions and needs of the community and with the sound development of the City of Portland; and,

WHEREAS, in order for the Commission to effectuate the Urban Renewal Plan and to undertake and carry out the Project, the assistance of the United States of America (herein called the "Federal Government"), the City of Portland, and the Emanuel Lutheran Charity Board (herein called the "Hospital Board") is required: namely, of the Federal Government by lending funds needed to defray a substantial portion of the gross project cost of the Project and by contributing not more than two-thirds (2/3) of the aggregate net project cost of this Project and any other project heretofore under a Title I contract for grant; of the Local Government by taking certain actions required to carry out the Project; and of the Hospital Board by taking certain actions and making certain local grants-in-aid (required by Title I of the Housing Act of 1949, as amended, including Section 112 thereof) as hereinafter provided, in a total amount which will be equal to the balance of

the net cost of the Project: and,

WHEREAS, upon the basis of reasonable estimates of cost prepared by the Commission, it appears that the presently estimated net project cost of the Project, to be incurred by the Commission in carrying out the Project, constituting the difference between the gross cost of the Project and the proceeds derived from the disposition of land, amounts to approximately Six Million, Six Hundred Nine Thousand, Five Hundred Thirty-Five Dollars (\$6,609,535) of which amount the Federal Government is expected to provide an amount estimated to be Five Million, Seven Hundred Forty-Two Thousand, Nine Hundred Sixty-Nine Dollars (\$5,742,969) in the form of a capital grant, leaving a balance of Eight Hundred Sixty-Six Thousand, Five Hundred Sixty-Six Dollars (\$866,566), to be provided in the form of local grants-in-aid; and,

WHEREAS, the Commission proposes to apply to the Federal Government for financial assistance under the aforesaid Title I and is desirous of entering into a contract with the Federal Government for a loan and capital grant (herein called the "Title I Contract"), and it now devolves upon the Local Government to take certain actions and to make provisions for certain local grants-in-aid as hereinafter specified; and,

WHEREAS, it is necessary and in the sound interest of the community and otherwise beneficial and advantageous for the Local Government to provide for the local grants-in-aid hereinafter specified and to otherwise cooperate with the Commission in carrying out the Project in accordance with the Emanuel Hospital Master Plan and the Urban Renewal Plan for the Project to be approved by the City Council of the City of Portland, Oregon, to the end that deleterious conditions in the Project Area be removed and that the Project Area be renewed in accordance with sound practical planning objectives and contribute materially to the well being; progress and development of the community as a whole;

NOW, THEREFORE, pursuant to the provisions of Oregon Revised Statutes, Chapter 457, and Chapter XV of the Charter of the City of Portland, and in consideration of the benefits to accrue to the Local Government, the community, and the citizens thereof from said Project, and of the covenants hereinafter set forth, the Local Government and the Commission do agree as follows:

SECTION 1. The Commission agrees to undertake and carry out with the financial assistance of the Federal Government under Section 112 of Title I of the Housing Act of 1949, as amended, and the provisions of a Local Grant-in-Aid and Cooperation Agreement between the Commission and the Hospital Board, an urban renewal project in the Project Area, and to make available to the Hospital Board and the Local Government as hereinafter provided, the property in said Project Area to be developed in accordance with the Emanuel Hospital Master Plan and the Urban Renewal Plan to be approved by the City Council of the City of Portland. The Hospital Board by said Cooperation Agreement shall agree to provide an amount in local grants-in-aid which, together with the other local grants-in-aid, is equal to one-third (1/3) of the net project cost of this Project and any other project heretofore under a Title I contract for grant, as determined by the proposed Loan and Grant Contract between the Commission and the Federal Government.

SECTION 2. The Commission and the Local Government agree that the Commission will claim from the Federal Government to the full extent available as a further cash Local Grant-in-Aid for the Project, real estate tax credits under the provisions of Section 110(e) of Title I of the Housing Act of 1949, as amended, which real estate tax credits are presently estimated to be Two Thousand, Seven Hundred Seventy-Two Dollars (\$2,772), in consideration of the following: (a) real property acquired by the Commission within the Project Area is generally tax exempt under the laws of the State; (b) the Local Government will not itself seek

payments in lieu of such taxes; and (c) the Commission will not make payments in lieu of such taxes.

SECTION 3. The Local Government agrees to participate in the financing of the following improvements by paying a portion of the cost thereof:

1. Development of a 90' right-of-way peripheral street along North Cook, Kerby, and Russell Streets, the estimated portion to be paid by the Local Government being approximately Seventy Thousand, Seven Hundred Eighty-Eight Dollars (\$70,788).
2. Relocation and installation of a separated storm and sanitary sewer system along boundary streets and extending outside the Project Area, the estimated portion to be paid by the Local Government being approximately Three Hundred Five Thousand, Seven Hundred Sixty-Nine Dollars (\$305,769).
3. Street lighting on the proposed Cook-Kerby-Russell Street periphery road in an amount equal to the cost of a similar street lighting system which would be furnished by the Local Government in any area of the City.

The Local Government will construct or cause to be constructed such improvements in accordance with a time schedule and upon terms mutually agreeable to the Local Government and the Commission.

SECTION 4. The Local Government agrees to acquire from the Commission parcels 2, 3, and 4 in Block R-13 to be developed by the Local Government in accordance with the approved Urban Renewal Plan, and to pay to the Commission for such property the fair reuse value thereof as established in accordance with Federal and State laws and regulations. The Local Government shall purchase the property at such time as the property is made available for development by the

Commission, and shall develop the property in accordance with the approved Urban Renewal Plan within a reasonable period of time.

SECTION 5. The Local Government agrees that at no cost or expense to the Commission and upon the Commission's request, the Local Government will accomplish or cause to be accomplished, subject to applicable laws, such governmental or other action as may be necessary or desirable to carry out the Project, including but not limited to rezoning, code enforcement, and modification of streets and rights-of-way to the extent not previously accomplished. The Local Government, upon request of the Commission, shall take appropriate action to require removal, relocation or installation of privately owned public utilities including provision for underground utilities at the sole cost of such utility companies under applicable franchise powers and laws. In the event of the refusal of a privately owned public utility company to comply with such demand, the Local Government shall immediately institute an action or suit in the appropriate Court in order to secure such removal.

SECTION 6. The Local Government agrees to donate the west 30 feet of parcel AB-1-2 to the Project for development of a peripheral street along North Cook, North Kerby Avenue, and North Russell Street upon request by the Local Public Agency and prior to development of said peripheral street.

SECTION 7. The Commission agrees, with respect to those lands in the Project Area designated for reuse as streets, roads, alleys, sidewalks, and other public ways by the Plan, to dedicate (to the extent not previously accomplished) such land to street and other public purposes; and the Commission further agrees that, if necessary or desirable, it will convey to the Local Government, if so requested, free of charge, any land so dedicated. The Local Government agrees that it will, within a reasonable time after request therefor by the Commission,



accept the dedication thereof for street and other public purposes in accordance with the Plan. The Local Government further agrees to accept or cause to be accepted all grants or easements necessary for the reuse of the Project Area in accordance with the Plan.

SECTION 8. The Local Government agrees that to the extent such public areas or improvements are not maintained by the Hospital Board, it shall maintain in good repair and working order, or cause to be so maintained, all public streets, roads, alleys, water mains, storm and sanitary sewers, parks, malls, and other public improvements constructed, installed, or reconstructed either by the Local Government or the Commission for such time as said improvements are so used by the public in the same manner and to the same extent it maintains other such improvements. The Local Government further agrees that it will furnish or cause to be furnished, at its own expense, the necessary electric current adequately and properly to light all street lights that may be installed in the Project Area pursuant to the Plan or in the future. The Local Government further agrees that it will furnish, or cause to be furnished, all necessary and proper municipal services for the Project Area so long as the same shall be needed or required by the inhabitants hereof, in accordance with its new uses as specified in the Plan in the same manner and to the same extent it provides such municipal services to other areas within the City.

SECTION 9. So long as the Title I Contract between the Commission and the Federal Government for Loan and Capital Grant, with respect to the Project, remains in force and effect, or so long as the principal of and interest on any Project Temporary Loan Obligation or Preliminary Loan Obligation, issued by the Commission in connection with said Project, remains outstanding and unpaid, or so long as any monies due the Federal Government under said Title I Contract

remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Federal Government acting by and through the Department of Housing and Urban Development.

SECTION 10. The Local Government and the Commission recognize that Title VI of the Civil Rights Act of 1964 and the regulations and policies of the Department of Housing and Urban Development effectuating the Title prohibit discrimination on the ground of race, color, religion, sex, or national origin in the policies and practices of any public facility for proposed credit to the locality's share of the cost of an urban renewal project receiving financial assistance from the United States. The Local Government and the Commission hereby assure the United States and the Secretary of the Department of Housing and Urban Development that all public facilities provided will be available to and serve all persons without regard to race, color, sex, or national origin.

SECTION 11. The privileges, rights, obligations, duties, and liabilities of the Local Government shall remain in full force and effect with respect to the Project, unless with respect to specific sections hereof a longer time is specified or implied, so long as possession and control of said Project or any right, title and interest in and to said Project and Project lands, or any part thereof, remains in the Commission or any Receiver appointed by a Court of competent jurisdiction upon application therefor by the Federal Government. If, at any time, possession and control of said Project passes to such a Court-appointed Receiver, the provision hereof, in addition to any other rights or privileges that such Receiver may possess shall inure to the benefit of and may be enforced by such Receiver.

SECTION 12. Except where the context clearly indicates otherwise, the terms used in this Agreement shall have the meanings ascribed to them in Section

711 of Part II, Standard Terms and Conditions of a Loan and Grant Contract between a Local Public Agency and the United States of America (HUD Form 3155 B, 11/65).

SECTION 13. This Cooperation Agreement may be executed in four counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Local Government has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested, and the Commission has caused the same to be duly executed in its behalf, all as of the date and year first above written.

(SEAL)

CITY OF PORTLAND

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Auditor

(SEAL)

PORTLAND DEVELOPMENT COMMISSION

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
Secretary

Approved as to form:

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

By \_\_\_\_\_  
Legal Counsel  
Portland Development Commission

**ORDINANCE No. 131245**

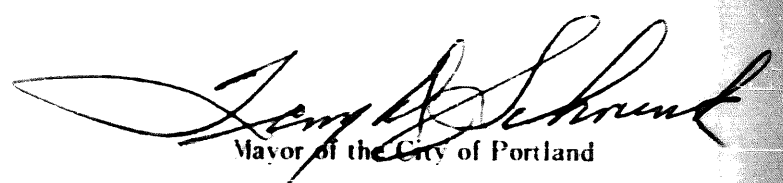
An Ordinance authorizing the execution of a cooperation agreement with the Portland Development Commission, fixing responsibilities and providing for mutual cooperation in connection with the Emanuel Hospital Project (ORE. R-20), and declaring an emergency.

The City of Portland does ordain as follows:

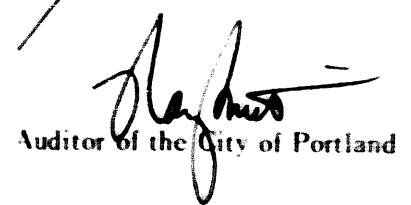
Section 1. The Council finds that the Portland Development Commission is proposing to enter into a Loan and Grant Contract with the Federal Government for carrying out an urban renewal project in the City of Portland in an area known as the Emanuel Hospital Project Area pursuant to an urban renewal plan approved by the Council; that under the terms of said proposed Loan and Grant Contract the Federal Government is to provide financial assistance in the form of a capital grant in the amount of Five Million, Seven Hundred Forty-Two Thousand, Nine Hundred Sixty-Nine Dollars (\$5,742,969) and to provide loan funds for the purpose of financing said Project; that in order for the Commission to effectuate the urban renewal plan and to undertake and carry out the Project, the assistance of the Council is required and, as a prerequisite to the advancement of Federal funds to the Portland Development Commission for carrying out said Project, a cooperation agreement between the Council and the Portland Development Commission is required; that said cooperation agreement fixes responsibilities with respect to carrying out the Project and provides for mutual cooperation between the Council and the Development Commission in connection with said Project; that it is in the best interests of the City of Portland that said cooperation agreement with the Portland Development Commission be entered into; now, therefore, the Mayor and Auditor hereby are authorized to enter into a cooperation agreement between the City of Portland, acting through the City Council, and the Portland Development Commission, which agreement shall be 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 Portland Development Commission may secure funds to finance, and commence work on, the Emanuel Hospital Project (ORE. R-20) without further delay; 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, **JUL 29 1970**

  
Mayor of the City of Portland

Attest:

  
Auditor of the City of Portland

Calendar No. 2662

ORDINANCE No. 131245

Title

An Ordinance authorizing the execution of a cooperation agreement with the Portland Development Commission, fixing responsibilities and providing for mutual cooperation in connection with the Emanuel Hospital Project (ORE R-20), and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Anderson	1	
Grayson	1	
Ivancie	1	
McCREADY	1	
Schrunk	1	

*Clarify matters by letter*

FOUR-FIFTHS CALENDAR	
Anderson	
Grayson	
Ivancie	
McCREADY	
Schrunk	

INTRODUCED BY  
Mayor Schrunk

DRAWN BY  
MCR/OIN/ jk  
Date 7-24-70

NOTED BY THE COMMISSIONER

Affairs

Finance and Administration *TDS - MUT*

Safety

Utilities

Works

City Attorney *[Signature]*

NOTED BY THE CITY AUDITOR  
*[Signature]*

APPROVED

Date

By  
City Engineer

Date

By

Filed JUL 24 1970

RAY SMITH  
Auditor of the CITY OF PORTLAND  
By *[Signature]*  
Deputy