



May 21, 2020

Gustavo J. Cruz, Jr.
Chair

Francesca Gambetti
Commissioner

Dr. Alisha Moreland-Capua
Commissioner

William Myers
Commissioner

Peter Platt
Commissioner

Ted Wheeler
Mayor

Kimberly Branam
Executive Director

To Whom It May Concern:

This statement and the attached supplemental materials have been prepared in response to emails we have recently received, and information distributed by EDPA2 regarding the Williams & Russell project, formerly referred to as the "Hill Block." If we are to advance this effort and achieve the desired outcome, it is important that we have a common base of accurate information for community discussion and management of this project.

First, we acknowledge the painful history surrounding the activities of the Portland Development Commission (PDC), now known as Prosper Portland, in this neighborhood, the impact of these activities on Portland's African American community, and the significance of the Williams & Russell site. Our full awareness of these past actions led to our community-focused approach toward this site today.

The Williams & Russell site was within the 55-acre Emanuel Hospital urban renewal project created by PDC in the early 1970s. In 1971, the [Emanuel Replacement Housing Agreement](#) was entered into by Emanuel Displaced Persons Association, Emanuel Hospital, Home Forward (then Housing Authority of Portland), Model Cities Citizens' Planning Board, the City Demonstration Agency, and Prosper Portland (then PDC). In this Agreement, the parties:

agree to cooperate in the development of the aforescribed area within the Emanuel Hospital Urban Renewal Project with approximately 180 to 300 units of Federally-assisted low- and moderate-income housing including public housing, and complementary residential and supportive use.

The delivery of low- and moderate-income units in this area, while not delivered with the federal funds originally anticipated, has been accomplished through activities by the Portland Housing Bureau, Prosper Portland, and the Housing Authority of Portland. Since the creation of the Interstate Tax Increment Finance District, the Portland Housing Bureau has helped create 2,457 new affordable units within inner N/NE. In the immediate N/NE area surrounding Legacy Emanuel, Home Forward provides 257 affordable units at Dawson Park, Unthank Plaza, Eliot Square, Maple Mallory, and the Beech Street Apartments.

We have worked to ensure the process and project reflects the diversity and objectives of the African American community through a community-led, community-driven process. Although there have been multiple attempts to communicate and coordinate with EDPA2, including their early participation on the community-based Project Working Group, we know that we have not yet been able to move forward together.

prosperportland.us

222 NW Fifth Avenue
Portland, OR
97209-3859

503-823-3200 Main
503-823-3368 Fax
503-823-3366 TTY

At the March 11 Prosper Portland board meeting, EDPA2 members had a disagreement with Dr. Alisha Moreland-Capuia, a Prosper Portland Commissioner, about their respective interpretation of the project and its leadership. We stand by Dr. Moreland-Capuia's response to EDPA2, Dr. Holt's leadership, and the other African American community leaders and volunteers associated with the project. Despite this recent event, we remain committed to working toward a collaborative approach with EDPA2 in which everyone feels heard and respected.

EDPA2 questioned whether video of the March 11 board meeting was altered. We have reviewed this situation with our AV contractor, Open Signal. The Open Signal staff confirmed that although the live cable broadcast was complete without interruptions, the video dropped out on the original YouTube stream for several minutes at around the 36:07 point of the meeting. This was apparently due to a technical problem and was not an intentional omission by either Open Signal or Prosper Portland. After this problem was identified by EDPA2 and other constituents (and a short delay ensued because of the stay-at-home order), Open Signal posted the original, complete video to the YouTube stream. Prosper Portland regrets this situation and has asked Open Signal to ensure that future postings are confirmed to be complete.

In response to questions raised at the March 11 board meeting and in subsequent emails, we have provided additional information below regarding the site's significant history, context regarding tax increment financing, affordable housing within the context of the N/NE Housing Strategy, and information about the community-driven nature of the project and the community-based Project Working Group.

We encourage community members and leaders to reach out to [Project Working Group members](#) for additional information and perspective. As stated previously, our commitment to finding a productive path forward remains, and we invite you to review the Request for Interest that the PWG recently released [here](#).

We look forward to collaboration with EDPA2 and other interested community groups as we move forward together on this critically important project.

Sincerely,



Chair Cruz



Kimberly Branam

Section 1: Site History

In 1970, the Williams & Russell site was within the 55-acre Emanuel Hospital urban renewal project. With the creation of the Emanuel Hospital urban renewal area, Prosper Portland (then the Portland Development Commission/PDC) and the City of Portland condemned, purchased and demolished 188 properties as part of the Emanuel Hospital (now Legacy Health) expansion project. According to a report written by Jeana Woolley, entitled "[Reconciliation Project: The Emanuel Hospital Urban Renewal Project](#)," of the 188 properties PDC purchased and demolished for the Emanuel Hospital Urban Renewal Project from 1971-1973, 158 were residential and 30 were commercial/business properties. As described in "[The Brief History of Urban Renewal in Portland, Oregon](#)," under the Federal Relocation Act of 1970, "homes were purchased at fair home market value and moving costs, up to \$15,000 if a comparable home could not be found, and up to \$4,000 to help renters with their rent or towards a new home."

As a result of displacement, Albina residents, along with a member of the American Friends Service Committee, created the Emanuel Displaced Persons Association (EDPA) in 1970. In March 1971, the [Emanuel Replacement Housing Agreement](#) was entered into by Emanuel Displaced Persons Association, Emanuel Hospital, the Housing Authority of Portland, Model Cities Citizens' Planning Board, the City Demonstration Agency, and the Portland Development Commission. In the Agreement, the parties agree to cooperate in the development of approximately 180 to 300 units of federally assisted low and moderate income housing including public housing in an area within the Emanuel Hospital Urban Renewal Project area, together with complementary residential and supportive uses; the units to be furnished by the Housing Authority of Portland.

Emanuel Hospital purchased the Williams & Russell property from PDC on September 29, 1980 for \$396,777. The deed from PDC to Emanuel Hospital as part of this acquisition required that Emanuel would "begin the redevelopment of the Property by the construction of the improvements thereon within a reasonable period of time and, in any event, the development of the Property for hospital and other related uses shall be completed by January 1, 1990." The deed also stated that this specific requirement was "binding for the benefit [of] the Community and (PDC) and enforceable by PDC against (Emanuel Hospital)."

In early 2017, Prosper Portland gave notice to Legacy Health that it would enforce the deed and retake possession of the land and repay Legacy Health the original \$396,776.92 purchase price. While there may not be collective agreement on past obligations, on Tuesday, August 1, 2017, Prosper Portland, Legacy Health and the City of Portland announced a collaborative effort to develop a 1.7-acre block at North Russell Street and North Williams Avenue to honor the history of Portland's African American community and further the hospital's mission of good health with Legacy Health contributing the land at no cost to a community-based development as defined through the Project Working Group led process.

Section 2: TIF District Amendments

The Prosper Portland board took two separate actions at its March 11, 2020 meeting regarding the Interstate Corridor Tax Increment Finance (TIF) District.

The **first action** amended the boundaries of the Interstate Corridor TIF District to include the property at N. Williams and Russell in the district. This action made the project eligible for tax increment funding but committed no funding and made no budget decisions. This action followed two years of community

discussions regarding the historic impact of urban renewal on the African American community and the role of tax increment financing in supporting community priorities in the city like affordable housing and small business support in development projects. Inclusion in a Tax Increment Finance District is a prerequisite for Prosper Portland being able to expend TIF funds on any property.

This action follows other recent geographic amendments to the area in response to community priorities and requests including:

- a 5.57 acre property at Carey Boulevard to be developed with 50 units of affordable home ownership units by the Portland Housing Bureau;
- the 0.09 acre Dean's Beauty and Barbershop site owned by longtime property owners and housing one of the only remaining businesses in the former historic black neighborhood interested in accessing small business grant support from Prosper Portland; and,
- the 0.16 acre Allen Temple CME property occupied since the 1950s by a black congregation interested in accessing nonprofit grant support from Prosper Portland

A **second separate action** directed the Prosper Portland staff to initiate a process to consider increasing the maximum indebtedness of the Interstate TIF district. Maximum indebtedness is the amount of debt that the City of Portland can borrow to invest in a TIF district. The action made no financial decisions and is not directly related to the first action.

Increasing maximum indebtedness of this TIF District would allow Prosper Portland to generate additional TIF dollars to be spent throughout the district, including potentially on this site. This action initiates a process to engage community partners; conduct financial analyses; and ultimately develop a formal amendment proposal to the Interstate Plan. Staff anticipates bringing a summary of that work and any Interstate Plan amendment to the Prosper Portland Board and City Council for consideration in late 2020. If approved, the potential increase to maximum indebtedness is estimated at \$67,000,000, of which approximately \$45,000,000 would be reserved for affordable housing investments, and the remaining \$22,000,000 would be reserved for economic development investments.

Both actions followed letters of support from the N/NE Housing Strategy Oversight Committee, the N/NE Community Development Initiative Oversight Committee and the Williams & Russell Project Working Group. The majority of all three community-based groups voted in favor of both amendments with a minority of members abstaining or voting against.

Section 3: Affordable Housing

The Portland Housing Bureau (PHB) decisions regarding allocation of the \$45,000,000 reserved for future affordable housing investments will continue to be guided by the N/NE Housing Strategy Oversight Committee. Since 2015 the Oversight Committee has been responsible for overseeing the implementation of the affordable housing strategy, which contains three main elements, with the following outcomes through 12/31/2019.

Strategy 1: Preventing Displacement

- 122 Homeowners have received home repair loans up to \$40K
- 558 homeowners have received home repair grants ranging from \$2k-\$10K
- 73% of those receiving home repair services were BIPOC, 63% identified as Black/African American

Strategy 2: Creating New Homeowners

- 33 families have purchased homes through the preference policy
- 85% identified as Black/African American
- 6% identified as Latino
- 5% declined to answer

Strategy 3: Creating Rental Homes

- 181 new affordable rental units are completed
- 319 new affordable rental units are under construction and due to be completed and leasing starting summer 2020
- 52% of units are family-sized 2+ bedrooms
- Units will house approximately 1254 people

In addition to these strategy elements, PHB created a Preference Policy, which is an effort to address the harmful impacts of urban renewal by giving priority placement to applicants who were displaced, are at risk of displacement, or who are descendants of households that were displaced due to urban renewal in North and Northeast Portland. Priority status is given to households which owned property that was taken by Portland city government through eminent domain.

Preference points are based on current or historic residency in North/Northeast Portland. Up to three points are possible if your current or former address falls within one of the identified areas where City plans displaced and/or gentrified households in North/Northeast Portland. Up to three additional points are possible if the current or former address of your ancestor or guardian falls within one of the identified areas, for a maximum possible of six points.

For 2019 two rounds of preference were held and PHB received 1368 applications. Approximately 70% of eminent domain and six-point families identify as Black/African American. For 2020, one round was held for three buildings. PHB received 1700 applications. Approximately 75% of eminent domain and six-point families identify as Black/African American.

Section 4: Community-Led Development Project

Planning for the Williams & Russell development is a community-led process. The members of the Project Working Group (PWG) leading the project were selected by other community members, not Prosper Portland, the City of Portland, or Legacy Health. The community nominated and selected PWG members from the North/Northeast Housing Strategy Oversight Committee, the N/NE Community Development Initiative, the business community and community-at-large. The community-based organizations that nominated and selected the PWG members are connected to the North/Northeast community and include:

- Black Investment Consortium for Economic Progress
- Black United Fund
- Portland African-American Leadership Forum
- Portland chapter of National Association for the Advancement of Colored People
- Portland Opportunities Industrialization Center
- Professional Business Development Group
- Self Enhancement Inc.

- Soul District Business Association, and
- Urban League of Portland.

EDPA2 was an original member of the PWG. When its representative became ill, a new representative was nominated by EDPA2 and attended the PWG meetings. The EDPA2 continued as part of the PWG until its representative chose to stop attending meetings. Representatives of EDPA2 are always welcome to rejoin the conversation and work in partnership with the Project Working Group and the community.

The [PWG Charter](#) defines its role and authority as the leader of the process for redevelopment of the Williams and Russell property. Over the past two years, the PWG has undertaken engagement with the N/NE and Portland's broader African American community. Each PWG member identified an engagement opportunity within their respective networks of work and community and created a diverse offering of engagements. Fourteen (14) PWG member-led community events have been undertaken to date to engage with the community about this project. As a result of that process, the PWG is focused on four priorities identified by the community: affordable rental and home ownership, education and workforce training, community space, and support for entrepreneurs. This work is moving forward with a [Request for Interest](#) prepared by the PWG.

While much work has been completed, much more remains to be done. We encourage community members and leaders interested in the project to reach out to the Project Working Group members who continue to meet to move the project forward. We believe that by focusing on our shared goals, this area will return to its former vibrant state. We welcome all community members to join in transforming that vision into a reality.

DISPOSITION AND DEVELOPMENT AGREEMENT

BOOK 1471 PAGE 2161

THIS AGREEMENT entered into as of the 24th day of September, 1980, by and between EMANUEL LUTHERAN CHARITY BOARD on behalf of EMANUEL HOSPITAL (herein called the "Hospital Board") 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").

W I T N E S S E T H:

WHEREAS, the parties to this Agreement have previously entered into an Agreement entitled Local Grant in Aid and Cooperation Agreement, dated August 12, 1970, whereby the parties jointly agreed to carry out an Urban Renewal Project known as the Emanuel Hospital Project in accordance with the Urban Renewal Plan for the Project which was approved by the City Council of the City of Portland, Oregon and recorded in Book 784, Pages 1647 to 1684 of the Deed Records of Multnomah County (hereinafter called "Urban Renewal Plan"); and

WHEREAS, the Cooperation Agreement provides that the Hospital Board will undertake and carry out the development of the Project Area (as defined in the Cooperation Agreement) in accordance with the approved Urban Renewal Plan and in connection therewith, acquire from the Commission, all of the Property to be acquired by the Commission and disposed of to the Hospital Board pursuant to the Urban Renewal Plan, and will enter into an Agreement with the Commission specifying procedures, terms and conditions for the sale and the development of the Property; and

WHEREAS, the Commission has now completed all acquisition, relocation, demolition and site improvement work to be performed by it under the approved Urban Renewal Plan and pursuant to the Cooperation Agreement and is now prepared to sell and convey to the Hospital Board all of the real Property to be acquired by it; and

WHEREAS, the parties do now desire to enter into a Disposition and Development Agreement specifying the procedures, terms and conditions for the sale and development of such real Property.

SEP 25 1980

73526

BOOK 1471 PAGE 2162

NOW, THEREFORE, each of the parties hereto for and in consideration of the premises and mutual obligations herein," does hereby covenant and agree with the other as follows:

ARTICLE I -- GENERAL TERMS OF CONVEYANCE OF PROPERTY

Section 1. Sale and Purchase Price. Subject to all of the terms, covenants and conditions of this Agreement, Commission will sell certain real Property in the Project Area described in Exhibit "A", annexed hereto and made a part hereof (which Property as so described is hereinafter called "Property"), to the Hospital Board for, and the Hospital Board will purchase the Property and pay to the Commission therefore, the amount of Three Hundred Ninety-Six Thousand Seven Hundred Seventy-Six and 92/100 Dollars (\$396,776.92), (hereinafter called "Purchase Price"). Such payment shall be in cash or by such check as shall be satisfactory to the Commission at the time and place provided herein.

Section 2. Conveyance. The Commission shall convey to the Hospital Board upon payment of the Purchase Price by the Hospital Board, title to the Property by Bargain and Sale Deed, at the time set forth herein. Such conveyance shall, in addition to all conditions, covenants and restrictions, set forth and referred to elsewhere in this Agreement be subject to:

1. Utility Easements as reserved in the following City Ordinances vacating various streets and alleys:

- a) Ordinance No. 138165, recorded June 13, 1974 in Book 991 page 684, Deed Records, vacating North Commercial Court in Tract A.
- b) Ordinance No. 139845, recorded May 27, 1975 in Book 1042 page 1068, Deed Records, vacating portions of North Commercial Avenue and North Knott Street between Tracts A, B & C.
- c) Ordinance No. 139854, recorded May 27, 1974 in Book 1042 page 1086, Deed Records, vacating the alley in Tract C.
- d) Ordinance No. 139856, recorded May 27, 1975 in Book 1042 page 1098, Deed Records, vacating North Commercial Court in Tract B.

Page 2 - AGREEMENT

SEP 25 1980

73526

BOOK 1471 PAGE 2163

- e) Ordinance No. 148677, recorded September 24, 1980, in Book 1471 page 1277, Deed Records, vacating portions of North Graham Street, North Knott Street and North Gantenbein Avenue.
2. Conditions contained in the City Ordinances next above.
3. Relinquishment of Access Rights, from the City of Portland, acting by and through the Portland Development Commission, to the State of Oregon, by and through its Department of Transportation, recorded July 28, 1975 in Book 1053 page 674, Deed Records.

Section 3. Delivery of Deed. The Commission shall deliver the Deed and possession of the Property to the Hospital Board on _____ or on such earlier date as the parties hereto may mutually agree in writing. Conveyance shall be made at the principal office of the Commission and the Hospital Board shall accept the conveyance and pay the Commission at such time and place for the Purchase Price.

Section 4. Title Insurance. The Commission shall, at its own expense, provide and deliver to the Hospital Board a title insurance policy in standard form for the Property issued by a title insurance company, satisfactory to the Hospital Board, insuring that the fee title is vested in the Hospital Board subject only to the usual printed exceptions of the title insurance company, free and clear of exceptions and encumbrances other than those created or set forth in this Agreement. The title insurance policy shall be in the amount of the Purchase Price for the Property.

ARTICLE II -- CONSTRUCTION OF IMPROVEMENTS

Section 1. Construction Required. The Hospital Board will develop the Property by construction thereon of hospital or related uses and all plans and specifications and all work by the Hospital Board with respect to such redevelopment

Page 3 - AGREEMENT

SEP 25 1980

73526

BOOK 1471 PAGE 2164

of the Property and the construction or the making of other improvements thereon, if any, shall be in conformity with the Urban Renewal Plan, this Agreement and all applicable State and Local laws. Upon written request of the Commission from time-to-time, the Hospital Board will deliver to the Commission, to be retained by the Commission, plans with respect to the improvements to be constructed or otherwise made by the Hospital Board on the Property, in sufficient completeness and detail to show that the improvements and construction thereof will be in accordance with the provisions of the Urban Renewal Plan and this Agreement.

Section 2. Time for Construction. The Hospital Board agrees for itself, its successors and assigns and every successor in interest to the Property, or any part thereof, and the deed shall contain covenants on the part of the Hospital Board for itself and for its successors and assigns, that the Hospital Board will begin the redevelopment of the Property by the construction of the improvements thereon within a reasonable period of time and, in any event, the development of the Property for hospital and other related uses shall be completed by January 1, 1990.

Section 3. Certificate of Completion. Promptly after completion of the improvements in accordance with the provisions of this Agreement, the Commission shall furnish the Hospital Board with an appropriate instrument so certifying. Such certification by the Commission shall be (and it shall be so provided in the Deed and in the certification itself) a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement and in the Deed with respect to the obligations of the Hospital Board, its successors and assigns, and every successor in interest to the Property, to construct the improvements and the dates for the beginning and completion thereof. All certifications provided for in this Section shall be in such form as will enable them to be recorded in the Deed Records of Multnomah County, Oregon.

ARTICLE III -- LAND USES

Section 1. Restrictions on Land Use. The Hospital Board agrees for itself, its successors and assigns, and every

Page 4 - AGREEMENT

SEP 25 1980

73526

BOOK 1471 PAGE 2165

successor in interest to the Property, or any part thereof, and the deed shall contain covenants on the part of the Hospital Board, for itself and its successors and assigns, that the Hospital Board and such successors and assigns shall:

- (a) Devote the Property to and only to and in accordance with the uses specified in the Urban Renewal Plan.
- (b) Not discriminate upon the basis of race, color, creed, sex, national origin or ancestry; in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof.

Section 2. Effective Covenants; Period of Duration. It is intended and agreed, and the deed shall so expressly provide, that the agreements and covenants provided in this ARTICLE III shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except as otherwise specifically provided in this Agreement, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Commission, its successors and assigns, and the United States (in case of the covenant provided in sub-division (b) of Section 1. of this ARTICLE III), against the Hospital Board, successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the Agreement and covenant provided in (a) of Section 1. of this ARTICLE III shall remain in effect until July 29, 1990 (at which time such Agreement and covenants shall terminate), and (b) of Section 1. shall remain in effect without limitation as to time.

Section 3. Enforceability by Agency and of United States. In amplification and not in restriction, the provisions of Section 2. of this ARTICLE III, it is intended and agreed that the Commission shall be deemed beneficiary of the agreements and covenants provided in Section 1. of this ARTICLE III, and the United States shall be deemed a beneficiary of the

Page 5 - AGREEMENT

SEP 25 1980

73526

BOOK 1471 PAGE 2166

covenant provided in sub-division (b) of Section 1., both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefits such agreements and covenants have been provided. Such agreements and covenants shall (and the deed shall so state) run in favor of the Commission and the United States for the entire period during which, such agreements and covenants shall be in force, without regard to whether the Commission or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Commission shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right in the event of any breach of the covenant provided in sub-division (b) of Section 1. of this ARTICLE III, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other property proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE IV -- PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 1. Representation as to Redevelopment.

The Hospital Board represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan and this Agreement.

Section 2. Prohibition Against Transfer of Property and Assignment. The Hospital Board has not made or created, and will not, prior to the proper completion of the improvements, certified by the Commission, make or create or suffer to be made or created (a) any total or partial sale, conveyance or lease of the Property, or any part thereof or interest therein; or (b) any assignment of this Agreement or any part thereof; or (c) any agreement to do any of the foregoing, without the prior written approval of the Commission. Such approval shall be on such condition as Commission in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself

Page 6 - AGREEMENT

SEP 25 1980

73526

and its successors and assigns, and for the benefit of the Commission, of all obligations of the Hospital Board under this Agreement.

ARTICLE V -- REMEDIES

Section 1. Notice of Default. In the event of any default under or breach of any of the terms and conditions of this Agreement by either party hereto, or any successor or assign of, or successor in interest to, the Property, such party or successor shall, upon written notice from the other, proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages thereof, including but not limited to proceedings to compel specific performance by the party in default or breach of its obligation.

Section 2. Delays Beyond Control of Parties. For the purposes of this Agreement and the Deed specified in Article I, Section 2. above, neither the Commission nor the Hospital Board, as the case may be, or any successor of either of them shall be considered in breach of or in default under its obligations with respect to the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations shall be extended for the period of the enforced delay; providing that the parties seeking the benefit of the provision of this Sections shall have first notified the other party thereof in writing,

Page 7 - AGREEMENT

SEP 25 1980

73526

BOOK 1471 PAGE 2168

and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

ARTICLE VI -- MISCELLANEOUS PROVISIONS

Section 1. Conflict of Interest. No member, official, or employee of the Commission shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the Commission shall be personally liable to the Hospital Board or any successor in interest in the event of any default or breach by the Commission or for any amount which may become due to the Hospital Board or successor or on any obligations under the terms of this Agreement.

Section 2. Equal Employment Opportunity. The Hospital Board, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section 2. in every contract or purchase order which may hereafter be entered into between the Hospital Board and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the improvements, or any part thereof, provided for in this Agreement unless such contract or purchase order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965:

"Section _____. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with the Hospital Board as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origina. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment,

SEP 25 1980

73526

BOOK 1471 PAGE 2169

without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Commission, the Secretary of

Page 9 - AGREEMENT

SEP 25 1980

73526

BOOK 1471 PAGE 2170

Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of Paragraphs (a) through (g) of this Section in every subcontract or purchase order unless exempted by (g) of this Section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Commission or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States".

Page 10 - AGREEMENT

SEP 25 1980

73526

5-145-80

BOOK 1471 PAGE 2171

For the purpose of including such provisions in any construction contract or purchase order, as required by this Section 2., the term "Hospital Board" and the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Section 3. Notice. A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by registered mail, postage prepaid, return receipt requested, and

(a) in the case of a notice or communication to the Hospital Board, is addressed as follows: Emanuel Lutheran Charity Board, Emanuel Hospital, 2801 N. Gantenbein, Portland, Oregon 97227; and

(b) in the case of a notice or communication to the Commission, is addressed as follows: Portland Development Commission, 1500 S. W. First Avenue, Portland, Oregon 97201

or is addressed in such other way in respect to either party as that party may, from time-to-time, designate in writing dispatched as provided in this Section.

Section 4. Agreement Survives Conveyance. None of the provisions of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the Commission to the Hospital Board or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 5. Counterparts. This Agreement is executed in two 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 Commission has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and the Hospital Board has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

Page 11 - AGREEMENT

SEP 25 1980

73526

BOOK 1471 PAGE 2172

(SEAL)

EMANUEL LUTHERAN CHARITY BOARD
on behalf of EMANUEL HOSPITAL

ATTEST:

Phoebe Gustafson
Secretary Senior Vice President

Leg. and H. Board

By: President
(Title)

(SEAL)

PORTLAND DEVELOPMENT COMMISSION as
the duly designated Urban Renewal
Agency of the City of Portland

ATTEST:

William J. Gustafson
Secretary

Levin L. L. L.
Chairman

APPROVED AS TO FORM:

David N. L.
Legal Counsel

Page 12 - AGREEMENT

SEP 25 1980

73526

EXHIBIT "A"

LEGAL DESCRIPTION

BOOK 1471 PAGE 2173

TRACT A: Lots 2, 3 & 9, the West half of Lots 5 & 6, and the North half of Lot 8, Block 2, EVAN'S ADDITION TO ALBINA, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH that portion of the West half of vacated North Commercial Court, and TOGETHER WITH that portion of the North half of vacated North Knott Street and TOGETHER WITH that portion of the South half of vacated North Graham Street, which inured to said property by reason of vacation proceedings, including Vacation Ordinance No. 148677; EXCEPTING THEREFROM those portions of said property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records.

TRACT B: All of Block 3, EVAN'S ADDITION TO ALBINA, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH, that portion of vacated North Commercial Court; and TOGETHER WITH that portion of the South half of vacated North Knott Street; and TOGETHER WITH that portion of the West half of vacated North Commercial Avenue, which inured to said property by reason of vacation proceedings including, Vacation Ordinance No. 148677; EXCEPTING THEREFROM those portions of the above described property lying Southwesterly of the Northeasterly line of the property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records.

TRACT C: Lots 1, 9, 10, 12, 13, 14, 15 & 18, the West half of Lots 5 & 6, the North half of Lot 8, and the South half of Lot 11; Block 4, EVAN'S ADDITION TO ALBINA, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH those portions of the vacated alley in said Block 4, and TOGETHER WITH that portion of the East half of vacated North Commercial Avenue and TOGETHER WITH that portion of the South half of vacated North Knott Street and TOGETHER WITH that portion of the West half of vacated North Gantenbein Avenue, which inured to said property by reason of vacation proceedings, including Vacation Ordinance No. 148677; EXCEPTING THEREFROM those portions of the above described property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records.

TRACT D: The West 44 feet of Lot 1, the West 44 feet of the North 10 feet of Lot 2, the South 35 feet of Lot 2, all of Lots 3, 4, 5, 6, 9, 10, 11 & 12; and the East 50 feet of Lots 13 & 14, Block 3, RAILROAD SHOPS ADDITION, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH a strip of land adjacent on the East of said Lots 9 thru 14, lying between the East line of said lots and the West line of North Williams Avenue, and between the Easterly extensions of the North line of Lot 14 and the South line

SEP 25 1980

73526

BOOK 1471 PAGE 2174

of Lot 9; and TOGETHER WITH that portion of the South half of vacated North Graham Street, and TOGETHER WITH that portion of the North half of vacated North Knott Street, which inured to said property by reason of Vacation Ordinance No. 148677; EXCEPTING THEREFROM the West 10 feet of said Lots 1 thru 6 taken for the widening of North Vancouver Avenue.

TRACT E: All of Block 4, RAILROAD SHOPS ADDITION, in the City of Portland, Multnomah County, Oregon, TOGETHER WITH a strip of land adjacent on the East of Lots 9 thru 14 in said Block 4, lying between the East line of said Lots and the West line of North Williams Avenue, and between the Easterly extensions of the North line of said Lot 14 and the South line of said Lot 9; EXCEPT Lots 1 & 2; ALSO EXCEPT the West 10 feet of Lots 3, 4, 5 & 6 taken for the widening of North Vancouver Avenue; ALSO EXCEPT those portions of Lots 5 & 6 conveyed to the City of Portland for street purposes by deed from Ole Elle and wife, recorded May 6, 1928 in Book 1135 page 196, Deed Records; and ALSO EXCEPT those portions of said property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records; TOGETHER WITH, however, that portion of the South half of vacated North Knott Street which inured to said property by reason of Vacation Ordinance No. 148677.

TRACT F: The North 30 feet of Lot 3, the South 30 feet of Lot 4 and all of Lots 5, 6, 7, 8, 9, 10, 13 and 14, Block 5, RAILROAD SHOP'S ADDITION, in the City of Portland, Multnomah County, Oregon; EXCEPT the East 10 feet of Lots 9, 10 13 & 14 taken for the widening of North Vancouver Avenue; ALSO EXCEPT those portions of said property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records; TOGETHER WITH, however, that portion of the South half of vacated North Knott Street, and TOGETHER WITH that portion of the East half of vacated North Gantenbein Avenue, which inured to said property by reason of Vacation Ordinance No. 148677.

Page 2 - Exhibit "A"

SEP 25 1980


73526

STATE OF OREGON)
)
County of Multnomah) ss.

BOOK 1471 PAGE 2175

On this 24th day of September, 19 80, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named LOUIS SCHERZER and ALLISON LOGAN BELCHER, who are known to me to be the identical individuals described in and who executed the within instrument, and being first duly sworn, did say that he, LOUIS SCHERZER, is the Chairman, and she, ALLISON LOGAN BELCHER, is the Secretary of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated Urban Renewal Agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission, and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said LOUIS SCHERZER and ALLISON LOGAN BELCHER acknowledged said instrument to be the free act and deed of said Commission.

(SEAL)


Notary Public for Oregon
My Commission expires: 4-25-84

SEP 25 1980

73526

73526

BOOK 1471 PAGE 2176

STATE OF OREGON
Multnomah County }

ss.

Director, Department of Admin-
istration Services and Recorder of Conveyances, in and
for said County, do hereby certify that the within
instrument of writing was received for record and
of said SEP 25 AM 11:50

CLERK OF COURT
MULTNOMAH CO. OREGON

In Book
1471
On Page
2161

Director
Department of Administration
Services

Rec-17
Deputy

RETURN TO:
PORTLAND DEVELOPMENT COMMISSION
1500 S.W. FIRST AVENUE
PORTLAND, OR. 97201
ATTN: D. LYON

D. H.

73526

SEP 25 1980

9-29-80

495797

DEED

BOOK 1472 PAGE 1652

KNOW ALL MEN BY THESE PRESENTS, That the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland, a public body corporate and politic (hereinafter called the "Commission") in true and actual consideration paid for this transfer of THREE HUNDRED NINETY-SIX THOUSAND SEVEN HUNDRED SEVENTY-SIX AND 92/100 DOLLARS (\$396,776.92), to it paid by EMANUEL LUTHERAN CHARITY BOARD, a non-profit corporation organized and existing under the laws of the State of Oregon (hereinafter called the "Hospital Board"), does hereby grant, bargain, sell and convey unto the Hospital Board, on behalf of Emanuel Hospital, and unto its successors and assigns all the following described real property, with the tenements, hereditaments and appurtenances (hereinafter called the "Property"), situate in the City of Portland, County of Multnomah and State of Oregon, to-wit:

TRACT A: Lots 2, 3 & 9, the West half of Lots 5 & 6, and the North half of Lot 8, Block 2, EVAN'S ADDITION TO ALBINA, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH that portion of the West half of vacated North Commercial Court, and TOGETHER WITH that portion of the North half of vacated North Knott Street and TOGETHER WITH that portion of the South half of vacated North Graham Street, which inured to said property by reason of vacation proceedings, including Vacation Ordinance No. 148677; EXCEPTING THEREFROM those portions of said property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records.

TRACT B: All of Block 3, EVAN'S ADDITION TO ALBINA, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH, that portion of vacated North Commercial Court; and TOGETHER WITH that portion of the South half of vacated North Knott Street; and TOGETHER WITH that portion of the West half of vacated North Commercial Avenue, which inured to said property by reason of vacation proceedings including, Vacation Ordinance No. 148677; EXCEPTING THEREFROM those portions of the above described property lying Southwesterly of the Northeasterly line of the property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records.

TRACT C: Lots 1, 9, 10, 12, 13, 14, 15 & 18, the West half of Lots 5 & 6, the North half of Lot 8, and the South half of Lot 11; Block 4, EVAN'S ADDITION TO ALBINA, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH those portions of the vacated alley in said Block 4, and TOGETHER WITH that portion of the East half of vacated North Commercial Avenue and TOGETHER WITH

Recorded By
Pioneer National
Title Insurance Company

74612

SEP 29 1980

9-29-80

BOOK 1472 PAGE 1653.

that portion of the South half of vacated North Knott Street and TOGETHER WITH that portion of the West half of vacated North Gantenbein Avenue, which inured to said property by reason of vacation proceedings, including Vacation Ordinance No. 148677; EXCEPTING THEREFROM those portions of the above described property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records.

TRACT D: The West 44 feet of Lot 1, the West 44 feet of the North 10 feet of Lot 2, the South 35 feet of Lot 2, all of Lots 3, 4, 5, 6, 9, 10, 11 & 12; and the East 50 feet of Lots 13 & 14, Block 3, RAILROAD SHOPS ADDITION, in the City of Portland, Multnomah County, Oregon; TOGETHER WITH a strip of land adjacent on the East of said Lots 9 thru 14, lying between the East line of said lots and the West line of North Williams Avenue, and between the Easterly extensions of the North line of Lot 14 and the South line of Lot 9; and TOGETHER WITH that portion of the South half of vacated North Graham Street, and TOGETHER WITH that portion of the North half of vacated North Knott Street, which inured to said property by reason of Vacation Ordinance No. 148677; EXCEPTING THEREFROM the West 10 feet of said Lots 1 thru 6 taken for the widening of North Vancouver Avenue.

TRACT E: All of Block 4, RAILROAD SHOPS ADDITION, in the City of Portland, Multnomah County, Oregon, TOGETHER WITH a strip of land adjacent on the East of Lots 9 thru 14 in said Block 4, lying between the East line of said Lots and the West line of North Williams Avenue, and between the Easterly extensions of the North line of said Lot 14 and the South line of said Lot 9; EXCEPT Lots 1 & 2; ALSO EXCEPT the West 10 feet of Lots 3, 4, 5 & 6 taken for the widening of North Vancouver Avenue; ALSO EXCEPT those portions of Lots 5 & 6 conveyed to the City of Portland for street purposes by deed from Ole Elle and wife, recorded May 6, 1928 in Book 1135 page 196, Deed Records; and ALSO EXCEPT those portions of said property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records; TOGETHER WITH, however, that portion of the South half of vacated North Knott Street which inured to said property by reason of Vacation Ordinance No. 148677.

TRACT F: The North 30 feet of Lot 3, the South 30 feet of Lot 4 and all of Lots 5, 6, 7, 8, 9, 10, 13 and 14, Block 5, RAILROAD SHOP'S ADDITION, in the City of Portland, Multnomah County, Oregon; EXCEPT the East 10 feet of Lots 9, 10, 13 and 14 taken for the widening of North Vancouver Avenue; ALSO EXCEPT those portions of said property conveyed to the City of Portland for street purposes by deed recorded May 21, 1973 in Book 927 page 1322, Deed Records;

Page 2 - DEED

Recorded By
Pioneer National
Title Insurance Company

SEP 29 1980

74612

9-29-80

BOOK 1472 PAGE 1654

TOGETHER WITH, however, that portion of the South half of vacated North Knott Street, and TOGETHER WITH that portion of the East half of vacated North Gantenbein Avenue, which inured to said property by reason of Vacation Ordinance No. 148677,

subject, however, to:

1. Utility Easements as reserved in the following City Ordinances vacating various streets and alleys:
 - a) Ordinance No. 138165, recorded June 13, 1974 in Book 991 page 684, Deed Records, vacating North Commercial Court in Tract A.
 - b) Ordinance No. 139845, recorded May 27, 1975 in Book 1042 page 1068, Deed Records, vacating portions of North Commercial Avenue and North Knott Street between Tracts A, B & C.
 - c) Ordinance No. 139854, recorded May 27, 1974 in Book 1042 page 1086, Deed Records, vacating the alley in Tract C.
 - d) Ordinance No. 139856, recorded May 27, 1975 in Book 1042 page 1098, Deed Records, vacating North Commercial Court in Tract B.
 - e) Ordinance No. 148677, recorded September 24, 1980, in Book 1471 page 1277, Deed Records, vacating portions of North Graham Street, North Knott Street and North Gantenbein Avenue.
2. Conditions contained in the City Ordinances next above.
3. Relinquishment of Access Rights, from the City of Portland, acting by and through the Portland Development Commission, to the State of Oregon, by and through its Department of Transportation, recorded July 28, 1975 in Book 1053 page 674, Deed Records.

The intention of this deed is to convey to the Hospital Board all property currently owned by the Commission in Blocks 2, 3 and 4, EVAN'S ADDITION TO ALBINA; Blocks 3, 4 and 5, RAILROAD SHOPS ADDITION, TOGETHER WITH all portions of vacated streets and alleys which inured thereto.

This grant is made by the Commission pursuant to powers exercised by it under ORS, Chapter 457, and Chapter XV of the Charter of the City of Portland, and for the purpose of carrying out the Urban Renewal Plan for Emanuel Hospital Urban Renewal Project, which Urban Renewal Plan was approved by the City Council of the City of Portland by Resolution No. 30781, adopted on July 20, 1970, and

Page 3 - DEED

Recorded By
Pioneer National
Title Insurance Company

74612

SEP 29 1980

9-29-80

BOOK 1472 PAGE 1655.

was recorded on April 30, 1971, in the Deed Records of Multnomah County, Oregon, in Book 784, at pages 1647 through 1684, inclusive (which Plan, as it may hereafter be amended from time to time pursuant to law, and as so constituted from time to time, is, unless otherwise indicated by the context, hereinafter called the "Urban Renewal Plan"), and which Urban Renewal Plan is incorporated herein and by this reference made a part hereof. The purpose of the covenants, conditions and restrictions hereinafter provided for in this Deed is to assure that the Property is used in accordance with the Urban Renewal Plan and that the Hospital Board shall use the land for the purposes designated in the Urban Renewal Plan, and shall begin building of its improvements within a reasonable period of time.

This Deed is given pursuant to an Agreement between the parties, dated the 24th day of September, 1980 (hereinafter called the "Agreement"), and recorded in Book 1471, at pages 2161 through 2176, inclusive, of the Deed Records of Multnomah County, Oregon; the terms and conditions of which Agreement, to the extent reference is expressly made to them in this Deed, are incorporated herein by reference.

1. The Hospital Board agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Hospital Board shall begin the redevelopment of the Property through the construction of the improvements thereon (as defined in Article II of the Agreement and hereinafter referred to as the "Improvements") within a reasonable period of time, but in any event within the time period established in Article II, Section 2, of the Agreement. It is intended and agreed that the agreements and covenants pertaining to the improvements shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Deed, be, to the fullest extent permitted by law and equity, binding for the benefit of the community and the Commission and enforceable by the Commission against the Hospital Board, its successors and assigns, and every successor in interest to the Property, or any part thereof or any interest therein.

2. (a) The Hospital Board agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, that the Hospital Board, and such successors and assigns, shall:

- (i) Devote the Property to and only to and in accordance with the uses specified in the Urban Renewal Plan.
- (ii) Not discriminate upon the basis of race, color, creed, sex, national origin or ancestry in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon or any part thereof.

Page 4 - DEED

SEP 29 1980

74612

9-29-80

BOOK 1472 PAGE 1656

(b) It is intended and agreed that the agreements and covenants provided in this Section 2 shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except as otherwise specifically provided in the Agreement and this Deed, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Commission, its successors and assigns, and the United States (in the case of the covenant provided in subsection (a)(ii) of this Section 2) against the Hospital Board, its successors and assigns and every successor in interest to the Property or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the agreement and covenant provided (a) in subsection (a)(i) of this Section 2 shall remain in effect until July 29, 1990 (at which time such agreement and covenant shall terminate); and (b) in subsection (a)(ii) of this Section 2 shall remain in effect without limitation as to time.

(c) In amplification, and not in restriction of the preceding section, it is intended and agreed that the Commission, and its successors and assigns, shall be deemed beneficiary of the agreements and covenants provided in this Section 2, and the United States shall be deemed a beneficiary of the covenant provided in subsection (a)(ii) of this Section 2, both for and in their or its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Commission and the United States for the entire period during which such agreements and covenants shall be in force, without regard to whether the Commission or the United States is or has been an owner of any land or interest therein to, or in favor of, which such agreements and covenants relate. The Commission shall have the right, in the event of any breach of any such agreement or covenant, and the United States shall have the right, in the event of any breach of the covenant provided in subsection (a)(ii) of this Section 2, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

3. (a) The Hospital Board represents and agrees that its purchase of the Property shall be for the purpose of redevelopment of the Property in accordance with the Urban Renewal Plan, the Agreement and this Deed.

(b) The Hospital Board has not made or created, and will not, prior to the proper completion of the improvements, as certified by the Commission, make or create, or suffer to be made or created (a) any total or partial sale, conveyance or lease of the Property, or any part thereof or interest therein; or (b) any assignment of the Agreement or any part thereof; or (c) any agreement to do any of the foregoing, without the prior written approval of the Commission. Such approval shall be on such condition as Commission in its exclusive discretion determine, including, but not limited to, the assumption by the proposed transferee, by instrument in writing, for itself and its successors and assigns, and for the benefit of the Commission, of all obligations of the Hospital Board under the Agreement and this Deed.

Page 5 - DEED

Recorded by
Pioneer National
Title Insurance Company

SEP 29 1980

74612

9-29-80

BOOK 1472 PAGE 1657

4. In the event of any default under or breach of any of the terms and conditions of the Agreement and this Deed by either party, or any successor or assign of, or successor in interest to, the Property, such party or successor shall, upon written notice from the other, proceed to remedy or cure such default or breach within thirty (30) days after receipt of such notice. In case such action is not taken or diligently pursued or the default or the breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach or to obtain damages thereof, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligation.

5. Promptly after completion of the Improvements in accordance with the provisions of the Agreement and this Deed, the Commission shall furnish the Hospital Board with an appropriate instrument so certifying. Such certification by the Commission shall be (and it shall be so provided in the certification itself) a conclusive determination of the satisfaction and termination of the agreements and covenants in the Agreement and in this Deed with respect to the obligations of the Hospital Board, its successors and assigns, and every successor in interest to the Property, and the same shall automatically cease and become of no further force or effect except as to the agreements and covenants contained in Section 2 of this Deed, which agreements and covenants shall remain in full force and effect for the period and in the manner expressly provided in that Section. Thenceforth, the Hospital Board, its successors and assigns, and every successor in interest to the Property, shall hold the Property free of all agreements and covenants imposed by the Agreement and this Deed, except as to said covenants and agreements contained in Section 2 of this Deed which shall be covenants running with the land. All certifications provided for in this Section shall be in such form as will enable them to be recorded in the Deed Records of Multnomah County, Oregon.

TO HAVE AND TO HOLD the same unto the said Hospital Board and unto its successors and assigns, forever.

Page 6 - DEED

74612

SEP 29 1980

9-29-80

BOOK 1472 PAGE 1658

IN WITNESS WHEREOF, the CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland, has caused this instrument to be executed by its duly elected officers this 29th day of September, 1980.

(SEAL)

APPROVED AS TO FORM:

Charles Merrill
Legal Counsel
Portland Development Commission

CITY OF PORTLAND, a municipal corporation of the State of Oregon, acting by and through the PORTLAND DEVELOPMENT COMMISSION as the duly designated Urban Renewal Agency of the City of Portland

By *Louis Scherzer*
Chairman
Portland Development Commission

By *Allison Logan Belcher*
Secretary
Portland Development Commission

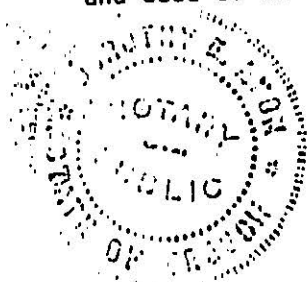
STATE OF OREGON)
County of Multnomah) ss.

On this 29th day of September, 1980, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named LOUIS SCHERZER and ALLISON LOGAN BELCHER, who are known to me to be the identical individuals described in and who executed the within instrument, and being first duly sworn, did say that he, LOUIS SCHERZER, is the Chairman, and she, ALLISON LOGAN BELCHER, is the Secretary of the Portland Development Commission, a Commission of the City of Portland, a municipal corporation of the State of Oregon, which Commission is the duly designated Urban Renewal Agency of the City of Portland, and that the seal affixed to the foregoing instrument is the corporate seal of said Commission, and that the said instrument was signed and sealed on behalf of said Commission by authority of the Portland Development Commission, and the said LOUIS SCHERZER and ALLISON LOGAN BELCHER acknowledged said instrument to be the free act and deed of said Commission.

Dwight E. Lyon
Notary Public for Oregon
My Commission expires: 4-25-84

Recorded By
Pioneer National
Title Insurance Company

74612



Page 7 - DEED

STATE OF OREGON }
Multnomah County }

Director, Department of Administration Services and Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County at

DEED SEP 29 PM 2:26

RECORDING DIVISION
MULTNOMAH COUNTY, OREGON

In Book 1472 On Page 1652

witness my hand and seal of office affixed.

Director
Department of Administration Services

Deputy
Rec-17

74612

SEP 29 1980

4/2/71

MEMO TO FILE

REGARDING EMANUEL REPLACEMENT HOUSING AGREEMENT--DISTRIBUTION OF COPIES

On this date the following distribution was made (with cover letters):

| | |
|--------------------------|-------------------------|
| H.J. Barnes--Legal Aid. | 1 original and 9 copies |
| Paul Hanson, Emanuel. | 1 original and 1 copy |
| Gene Rossman, HAP. | 1 original and 1 copy |
| Charles Jordan, CDA. | 1 original and 1 copy |
| Josiah Nunn, CPB. | 1 original and 1 copy |
| Russ Dawson, DHUD. | 1 copy |
| Sam Leshner, DHUD. | 1 copy |
| Helen Benjamin, DHUD. | 1 copy |
| Howard Traver, City Hall | 1 copy |
| Ed Warmoth, City Hall | 1 copy |

PDC files:

1 ^{attached} original master copy and several copies.

NOT TO BE REMOVED FROM FILE

April 2, 1971

Mr. H. J. Barnes
Legal Aid Service
517 N. E. Killingsworth
Portland, Oregon

Dear Jim:

Attached are ten copies of the Replacement Housing Agreement that you requested. If you need any more copies or have any further thoughts on the matter, please give me a call.

Very truly yours,

John B. Kenward
Executive Director

JBK:mg
Enclosures :
Original and 9 copies

April 2, 1971

Mr. Gene W. Rossman
Executive Director
Housing Authority of Portland
4400 N. E. Broadway
Portland, Oregon

Dear Gene:

Here are two copies of the Replacement Housing Agreement
for your files.

If you wish any more or have any further thoughts on the
matter, please give me a call.

Very truly yours,

John B. Kenward
Executive Director

JBK:mg
Enclosures:
Original and one copy

April 2, 1971

Mr. Paul Hanson, President
Emanuel Hospital
2801 N. Gantenbein Avenue
Portland, Oregon 97227

Dear Paul:

Here are two copies of the Replacement Housing Agreement
for your files.

If you wish any more or have any further thoughts on the
matter, please give me a call.

Very truly yours,

John B. Kenward
Executive Director

JBK:mg
Enclosures:
Original and 1 copy

April 2, 1971

Mr. Edward J. Warmoth
Model Cities Coordinator
Office of the Mayor
City Hall
Portland, Oregon

Dear Ed:

Enclosed is a copy of the Replacement Housing Agreement
for your files.

If you wish any more or have any further thoughts on the
matter, please give me a call.

Very truly yours,

John B. Kenward
Executive Director

JBK:mg
Enclosure

April 2, 1971

Mr. Howard Traver
Executive Assistant to Mayor Schrunk
City Hall
Portland, Oregon

Dear Howard:

Enclosed is a copy of the Replacement Housing Agreement
for your files.

If you wish any more or have any further thoughts on the
matter, please give me a call.

Sincerely,

John B. Kenward
Executive Director

JBK:mg
Enclosure

(copy)

April 2, 1971

Mr. Josiah J. Nunn, Chairman
Citizens Planning Board
6133 N. E. 8th Avenue
Portland, Oregon 97211

Dear Joe:

Enclosed is an original and one copy of the Replacement
Housing Agreement for your files.

If you need more copies or have any further questions re-
garding this matter, please give me a call.

Very truly yours,

John B. Kenward
Executive Director

JBK:mg
Enclosures

April 2, 1971

Mr. Charles Jordan, Director
Model Cities Program
5329 N. E. Union Avenue, Suite 210
Portland, Oregon 97211

Dear Charles:

Enclosed is an original and one copy of the Replacement Housing Agreement for your files.

If you need more copies or have any further questions regarding this matter, please give me a call.

Very truly yours,

John B. Kenward
Executive Director

JBK:mg
Enclosures

500-7d-4c

April 2, 1971

Mr. Russell H. Dawson, Director
DHUD Area Office
520 S. W. Sixth Avenue
Portland, Oregon 97204

Dear Russ:

Here is a copy of the Replacement Housing Agreement which you were so helpful in working out.

If you wish additional copies for your file or have any further thoughts on the matter, please give me a call.

Sincerely,

John B. Kenward
Executive Director

JBK:mg
Enclosure
cc: Sam E. Leshner
Helen Benjamin

AGREEMENT

This document, consisting of three pages, memorializes the understanding of the several signatory parties.

This agreement was reached after negotiations conducted between said parties preceding the 11th of March, 1971, when the final understanding was consummated.

FIRST

The parties understand that the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 applies to the relocation of residents from the Emanuel Hospital Urban Renewal Project (ORE. R-20), and fully endorse the letter and intent of said Act.

SECOND

The parties agree:

That it is desirable to improve the Model Cities Area for residential purposes and to increase the supply of standard housing available within the Model Cities Area for persons of low and moderate income.

That the development of attractive and standard, Federally-assisted, low and moderate income dwelling units within the Model Cities Area is essential to the preservation and improvement of that area as a residential district.

That the area designated in the Emanuel Hospital Project Urban Renewal Plan for housing is suitable for development of Federally-assisted low and moderate income housing, including public housing.

That, at the present time there are approximately 180 existing housing units, the majority of which are substandard and of which approximately 135 are presently occupied.

That the parties agree to cooperate in the development of the aforescribed area within the Emanuel Hospital Urban Renewal Project with approximately 180 to 300 units of Federally-assisted low and moderate income housing, including public housing, and complementary residential and supportive use, subject to the terms of the Emanuel Hospital Project Urban Renewal Plan and applicable laws, rules and regulations governing the development of the Project Area and the development of low and moderate income housing.

That units to be furnished by the Housing Authority of Portland shall be in addition to those covered in its existing Cooperation Agreement with the City of Portland and shall be funded by resources other than those required to fulfill requirements of the Housing Authority's present, outstanding Cooperation Agreements with the City of Portland and the County of Multnomah and those program reservations for which the Housing Authority has heretofore applied.

That said development will be given the highest Project priority possible.

THIRD

The parties agree:

That, all of the parties will cooperate in providing Federally-assisted housing to achieve the goal of replacing all existing housing units demolished as a result of the Emanuel Hospital Urban Renewal Project with not less than an equal number of newly-constructed standard housing units located within the Project Area or as near as possible to the Project Area and all within the Model Cities Area. It is recognized that the development of such housing is dependent upon the desires of the citizens of the Model Cities Area in designating areas suitable for development of new housing and the availability of funds to carry

our urban renewal activities and to construct such new housing.

FOURTH

The parties agree:

That, the Relocation Program in connection with the Emanuel Hospital Urban Renewal Project will be conducted in accordance with the laws, rules and regulations of the Department of Housing and Urban Development including "freedom of choice standards" and assistance will be provided to residents displaced to relocate in type and location of housing according to the choice of the individual resident.

IT IS CONCLUDED THAT:

Each and every party agrees to the above principles and objectives and will devote the maximum energy and enthusiasm attainable toward achieving the above goals and improving the housing situation of Model Cities residents.

Mar Lee Warner
Emanuel Displaced Persons Association

3/25/71
Dated

Oray Gustafson Jr. Senior Vice President
Emanuel Hospital *

3/26/71
Dated

Walter R. Rasmussen
Housing Authority of Portland

3/26/71
Dated

Joseph J. Munn
Model Cities Citizens' Planning Board

3/26/71
Dated

Charles Gordon
City Demonstration Agency

3. 31 - 71
Dated

Re B. V. O
Portland Development Commission

MAR 25 1971
Dated

portland model cities

CITY DEMONSTRATION AGENCY
5329 N.E. UNION AVENUE
PORTLAND, OREGON 97211
288-6923

March 31, 1971

Portland Development Commission
Emanuel Displaced Persons Association
Emanuel Hospital
Housing Authority of Portland

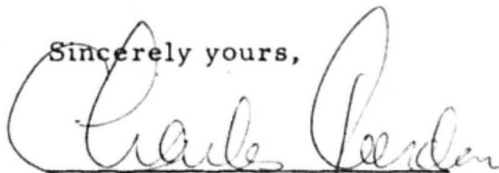
Gentlemen:

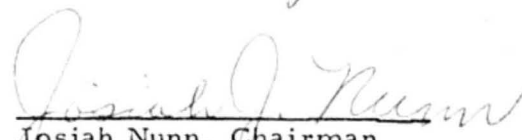
We, Charles Jordan and Josiah Nunn, sign this Replacement Housing Agreement as representatives of the Model Cities Agency and Citizens Participation structure respectively with a sincere desire to exert as much energy and enthusiasm as humanly possible to attain the goals described in the Agreement.

We are of the understanding that this is a moral commitment and not a financial one, yet we are not so naive to believe that homes are built on morality. However, we are in no position at this time to commit any present or future funds to the "Emanuel Hospital Urban Renewal Project Area" exclusively.

Trusting this letter will be interpreted in the same vain in which it is intended.

Sincerely yours,


Charles Jordan, Director


Josiah Nunn, Chairman
Citizens Planning Board

Emanuel Hospital

2801 north gantenbein avenue • portland, oregon 97227

March 26, 1971



Portland Development Commission
Emanuel Displaced Persons Association
Model Cities Citizens Planning Board
Housing Authority of Portland
City Demonstration Agency

Gentlemen:

Enclosed are six copies of Replacement Housing Agreement which have been executed on behalf of the Emanuel Hospital Board.

Emanuel fully supports the principle of additional low and moderate income housing in and near the Emanuel Project Area and will make every effort to work with and assist the other parties to the Agreement in the development of such housing. For purposes of clarification, Emanuel can make no financial commitment at this time to develop such housing itself. The land designated within the Project Area for residential use will, however, be made available to other participating agencies for development and, if Federal funds are directly available to develop the housing, Emanuel will cooperate in any manner which seems appropriate within its legal authority to act.

It is our understanding that the Agencies which will be actively involved in attempting to develop the housing will be the Housing Authority of Portland, Portland Development Commission, Emanuel Displaced Persons' Association and the Hospital, and that the City Demonstration Agency of the City of Portland and the Model Cities Citizens' Planning Board will actively assist in designating appropriate sites, obtaining citizen participation and attempting to obtain Federal funds for such low and moderate income housing.

Very truly yours,

Oscar Gustafson, Jr.
Senior Vice President

OG/rw

500 - 7d - 4C
a s p a

March 22, 1971
4:30 P.M.

EMANUEL HOSPITAL REPLACEMENT HOUSING AGREEMENT

Spence has checked again this afternoon on the status of signatures by the various parties to the Replacement Housing Agreement, as follows:

1. EDPA - According to Jim Barnes, the EDPA is to have a meeting this week - day not set. He is recommending that the EDPA sign the Agreement.
2. PDC - Commission has already authorized the Executive Director to sign the Agreement.
3. HAP - Gene Rossman's assistant, Mrs. Ruth VanGorder, advises that HAP has a special meeting scheduled for Tuesday, 3/23, to consider the matter.
4. EMANUEL - Oscar Gustafson advises that the Board has considered the Agreement. They have a couple questions of a legal nature (no details given by Mr. Gustafson) which Jim Swindells wants to talk to Olly about -- otherwise, Hospital is ready to sign. Spence has already asked Olly to contact Mr. Swindells.
5. CDA - Charles Jordan advised Spence that he believes the Mayor should sign the Agreement for the CDA. He asked that PDC contact the Mayor's office. Spence will call Howard Traver unless you prefer to do so yourself. I am to let him know. BK
6. CPB - Charles Jordan has advised Spence that he will contact Joe Nunn and ask him if he will sign the Agreement on recommendation of the CPB executive committee. If so, he will arrange for executive committee meeting. If not, it will be necessary to place the matter on the CPB agenda for April 6th.

Spence has called Hazel about this. Hazel does not think Joe Nunn will sign the Agreement, however authorized, until the EDPA has signed. In the event EDPA signs this week, Hazel will see that the matter gets on the CPB Agenda for April 6th unless Nunn signs the agreement before that time upon recommendation of the CPB Executive Committee.

500-7d-46

PORTLAND DEVELOPMENT COMMISSION
Portland, Oregon

RESOLUTION NO. 1330

RESOLUTION AUTHORIZING AGREEMENT IN CONNECTION
WITH RELOCATION ACTIVITIES IN EMANUEL HOSPITAL
URBAN RENEWAL PROJECT AREA AND DEVELOPMENT OF
REPLACEMENT HOUSING

WHEREAS, the Commission is proposing to undertake, with the financial assistance of the Department of Housing and Urban Development, an urban renewal project known as the Emanuel Hospital Urban Renewal Project (ORE. R-20); and,

WHEREAS, such Project will result in the removal of approximately 180 existing housing units, the majority of which are substandard and of which 135 are presently occupied; and,

WHEREAS, the Emanuel Displaced Persons' Association (EDPA) has proposed that the EDPA, the Commission, Emanuel Hospital, the Housing Authority of Portland, the Model Cities Citizens' Planning Board and the City Demonstration Agency enter into an agreement to achieve the following:

1. That relocation activities be undertaken pursuant to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
2. That low and moderate income housing be developed within the Project Area in accordance with the Urban Renewal Plan and that such development be given the highest Project priority possible;
3. That replacement housing to achieve the goal of replacing all existing housing units demolished as a result of the Project with not less than an equal number of newly constructed standard housing units located within the Project Area or as near as possible to the Project Area and all within the Model Cities Area;
4. That the relocation program be conducted under the "freedom of choice standards" of the Department of Housing and Urban Development;

and,

WHEREAS, the Commission is in full accord with all of the above described objectives and desires to relocate all persons displaced through urban renewal activities in decent, safe and sanitary housing within the means of those displaced and to assist and cooperate in providing newly constructed standard housing units for persons of moderate and low income as needed in the Model Cities Area and in the community generally; and,

WHEREAS, the Executive Director should be authorized to enter into an agreement with the described agencies and associations to achieve such objectives; now, therefore, be it

RESOLVED, that the Executive Director is hereby authorized to enter into an agreement with the above described agencies and associations to achieve the described objectives and, upon execution of such an agreement, to cooperate with all of such agencies and associations in actually achieving such objectives; and, be it

FURTHER RESOLVED, that this Resolution shall become effective immediately upon its adoption.

Adopted by the Commission **MAR 15 1971**

IRA C. KELLER

Chairman

HAROLD HALVORSEN

Secretary

500-7d-4C
6 NADPA

EMANUEL HOSPITAL PROJECT RELOCATION AGREEMENT WITH EDPA (Replacement Housing)

1. PDC authorize Executive Director to sign agreement on 3/15/71.
2. Emanuel Hospital ready to sign Agreement as is, but will defer signing until final form is agreed to.
3. Housing Authority of Portland. JBK spoke to Fred Rosenbaum and read form of Agreement to him over the telephone. Mr. Rosenbaum indicated that it sounded okay to him, but would review it, after which Gene Rossman will be authorized to execute the same.
(Check exact date we can expect signed agreement to be returned.)
4. City Demonstration Agency. JBK talked to Charles Jordan. He said he would take care of signing by CDA. Wanted to be sure EDPA had agreed.
5. Model Cities Citizens' Planning Board. Hazel Hays requested by JBK to speak to Joe Nunn about getting the Agreement before the CPB on Tuesday, March 16th, for approval and signature.
6. EMANUEL DISPLACED PERSONS ASSOCIATION (EDPA). The discussion with EDPA attorney (Jim Barnes - Legal Aid) this date would indicate that EDPA will sign Agreement before Tuesday the 16th. JBK check with Barnes Monday morning.

JBK:jk
3/12/71
4:00 P.M.

500 7d-4c
e NOVA

as discussed at
HAP meeting
3-11-71

MEMO TO FILE

3/12/71

JBK talked to Mr. Barnes, Legal Aid, regarding the relocation agreement, and Mr. Barnes said it seemed fine to him. His people will check out the numbers and he will call back.

500-7d-4c gbk
500-8d-2

MEETING WITH HOUSING AUTHORITY OF PORTLAND

THURSDAY, MARCH 11, 1971, 5:30 P.M.

SUBJECT: Agreement with Emanuel Displaced Persons' Association and Others
concerning Replacement Housing - Emanuel Hospital Project Relocation

ATTENDANCE:

- ✓ Jim Barnes, Legal Aid
- ✓ Charles Jordan, Model Cities Agency
Joe Nunn, Citizens' Planning Board - *Chas Jordan to notify*
- ✓ Oscar Gustafson, Emanuel Hospital
- ✓ John Kenward, Portland Development Commission
 - ✓ (Olly Norville
 - ✓ Mike Cook
 - ✓ Hazel Hays
 - ✓ ~~Chuck Taft~~
 - ✓ ~~Ernie Yuzon~~
 - ✓ Norm Beukelman)

500-8d-✓
Oscar Gustafson will bring plans and perspectives that they have. Also will bring along the Hospital Architects if they are in Portland at time of meeting. Mr. Gustafson is clearing with the Emanuel Board and will be prepared to sign the Agreement if okayed by the Board.

NOTE: In accord with your discussion on Tues. (3/9) with Spence concerning this meeting, Mary has marked your calendar to have a meeting with our staff at 10:30 A.M., Thursday morning, to prepare for the meeting with the Housing Authority.

700-2A-3
2d revised applic

650-7d-1

March 2, 1971

500-7d-40
EN DP 13

Mr. Lawrence M. Cox
P. O. Box 6032
Crittenden, Virginia 23342

Dear Larry:

Attached is some correspondence relative to Portland's five month extension. If you see any problem with getting Washington approval, please give me a call.

Looks like our Emanuel Legal Aid roadblock is being removed provided we can proceed on a 1 to 1 replacement basis. Relationships with citizens groups seem to be gradually improving, and the Riverfront Feasibility is being modified to take into consideration impending private development between the Hawthorne and Marquam bridges. There has been no public disclosure of this proposed development as yet. Will let you know as soon as we have prints of the plans. It looks like it will be an outstanding addition and something that we would all like to encourage and work with very closely.

Hope to start soon with modifications of our house on the hilltop. Perhaps on your next trip out this way I will have something to show you.

Will take up with the Commission on March 15th the question of a regular consultant contract between Lawrence M. Cox and Portland Development Commission. I feel sure something could be worked out that would be mutually beneficial.

Will be in touch with you in the near future. Best of everything.

Sincerely,

John B. Kenward
Executive Director

JBK:mg

Enclosures

Feb. 19, 1971 letter to Norman Watson

Feb. 26, 1971 letter from Norman Watson

500-7d-4c
500-20-3a

CHRONOLOGY--EMANUEL HOSPITAL--SURVEY & PLANNING APPLICATION

The Survey & Planning Application states in "Report on Urban Renewal Area" (January 31, 1967) on page 14:

"Senior Citizen's Residence - A retirement home adjacent to the major hospital is to be located in a superblock made by unification of blocks E-4 and RS-5."

and on Page 28:

"The area can be stabilized through the Emanuel Hospital expansion program and the development of badly needed low cost housing. Such housing developed in the northerly portion of the Project would integrate well with the Hospital expansion program projected for that portion of the area. Immediately south of this proposed low-cost housing site, the Hospital is planning the construction of Senior Citizen housing....."

and on Page 31:

"In summary, the proposed Urban Renewal Program will eliminate blight, provide low and moderate income housing, modernize an industrial area, and provide additional medical services urgently needed in the community."

Meetings & Approvals:

Feasibility study and preparation of S & P Application commissioned 1963-64.
Commission approved filing of application with DHUD 1/9/67.
City Council authorizes filing application for S & P 1/19/67
Urban League endorses expansion of Hospital 7/7/67
S & P accepted for processing by HUD, assigned Project No. ORE. R-20, 11/20/67
Meeting with citizens to discuss relocation services, included local businessmen, HUD, FHA, Model Cities, SBA, PDC staff & others, 3/4/68
Meeting with Model Cities officials to explain project and urge inclusion with other M.C. planning, 4/8/68
Model Cities Planning Board approved S & P 6/4/68
Meeting at Emanuel attended by M.C. staff, Evaluation Com., Housing & Physical Environment Com., Assoc. Gen. Contractors, FHA, HAP, PDC, Citizens Planning Board, Mayor's office 10/19/68
Portland Citizens Com. approved appropriateness & Timing & Location, 10/29/68
HUD approved S & P Budget, 12/3/68
Survey & Planning Contract executed by HUD 2/17/69

Meeting at Emanuel with MC Evaluation Com., Hospital Administrators, and PDC to present progress report on Part I & other M.C. Programs, 10/3/69
Meeting at Emanuel with M.C. Planning Bd. to present progress of project 6/5/70
Meeting at Dishman Center with area residents to explain program, relocation, etc., 8/20/70
Informational letter to residents 9/1/70

CHRONOLOGY--EMANUEL HOSPITAL--URBAN RENEWAL PLAN

The Urban Renewal Plan (July 13, 1970) lists as "an objective to be accomplished" on Page 1:

"Provision for making land available for senior citizen housing, at least twenty percent (20%) of which will be provided for low to moderate-income elderly citizens."

and on Page 3:

"All other land in the project area will be devoted to city use, hospital and related purposes, housing for hospital employees, housing for senior citizens, and low-to moderate-cost housing for elderly citizens."

and on Page 4:

"Residential use is proposed for certain parcels in the project area as shown on the Land Use Map. Such residential use is intended for hospital personnel and elderly citizens, including elderly citizens of low to moderate-incomes."

The Urban Renewal Plan was approved by the following:

Model Cities Special Projects Committee, 7/7/70

PDC, Resolution 1196 and 1200, 7/17/70

Model Cities Citizens Planning Board, 7/21/70

City Planning Commission, 7/23/70

City Council (public hearing) Resolution #30781, 7/29/70

(Relocation Plan also approved at above meeting)

City Planning Commission, approved UR Plan with amendments, 7/30/70

CHRONOLOGY--EMANUEL HOUSING DEVELOPMENT--REPLACEMENT HOUSING AGREEMENT

EDPA sent letter to Mayor requesting public hearing re relocation 10/8/70
Hearing before City Council 10/21/70
EDPA requests recognition as citizens participation organization for Emanuel, 11/4/70
Meeting with Emanuel, HUD & PDC to discuss development proposals, employment, background of citizens' involvement 11/9/70
Legal Aid submits brief to HUD on behalf of EDPA protesting Relocation Plan 11/30/70
PDC signs contract with Prichard Research for relocation resources & Housing replacement information 12/21/70
Replacement Housing Agreement fully executed by signatories 3/31/71
PDC submitted Amended Statement on Displacement & Housing Resources Data to HUD area office, 4/2/71
HUD advises above statement acceptable 4/8/71
PDC writes to EDPA suggesting follow-up meeting to Agreement 4/20/71
PDC requests HUD Area Director to include Replacement Housing Agreement in official submission of Amended Statement on Displacement & Housing 4/20/71
LOAN & GRANT CONTRACT FULLY EXECUTED 5/19/71

Letter received from EDPA requesting information on Progress of Planning, Replacement Housing 7/14/71
Exec. Director and PDC Commissioners suggest calling meeting of signatories to determine guidelines for Emanuel Housing, Commission meeting of 8/2/71
(See resume of Aug. 2, 1971 attached, outlining data-gathering steps undertaken by staff precedent to commencement of formal planning)

Meeting of signatories held at PDC 8/16/71, Landskroner moves to develop housing plan "for both the elderly and non-elderly." Keller asks Barnes to appoint committee to develop housing plan.
1st meeting of committee called by Barnes at Emanuel to discuss "HAP's Retirement Village idea", etc. 8/30/71
Mr. Hanson of Emanuel calls to express concern over motion adopted at meeting held 8/16/71. Says housing for elderly is the only type Hospital wants. 9/21/71

Trip to Seattle with Mrs. Warren, Walter Gordon, Paul Kirk, etc., to review public housing for elderly 9/25/71
Additional Emanuel Housing meetings held Oct. 20, Nov. 3 and Nov. 17, 1971.
(This was the Technical Study Committee appointed by Barnes, not full com.)