

SECOND AMENDMENT TO AGREEMENT FOR THE REDEVELOPMENT OF
LAND IN THE SOUTH AUDITORIUM URBAN RENEWAL PROJECT

THIS SECOND AMENDMENT TO AGREEMENT for the Redevelopment of Land entered into as of this 18th day of August, 1966, between 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 (which, together with any successor public agency designated by or pursuant to law, is hereinafter called "the Agency"), and PORTLAND CENTER DEVELOPMENT CO., a partnership, (hereinafter called "the Redeveloper").

WHEREAS, the Agency has previously entered into an agreement with Portland Center Redevelopment Corporation, an Oregon corporation, dated April 8, 1963, (hereinafter called "Agreement"), whereby Agency agreed to sell under certain conditions, and Portland Center Redevelopment Corporation agreed to purchase and develop in accordance with the Redevelopment Plan and its proposal certain property in the South Auditorium Urban Renewal Project; and

WHEREAS, Portland Center Redevelopment Corporation subsequently assigned its interest in said Agreement to Portland Center Redevelopment Co. (now Portland Center Development Co.) with the approval of the Commission; and

WHEREAS, said Agreement was amended by an Amendment to Agreement, dated May 11, 1964; and

WHEREAS, the parties now desire to further amend said Agreement by modifying certain provisions therein relating to the schedule of development and obligations of the parties with respect to the development;

NOW, THEREFORE, the parties hereto do mutually agree that:

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1. Exhibit "A" attached to the Agreement and by reference made a part thereof and containing the descriptions of property to be redeveloped and a description of property in each phase is hereby amended to read as follows:

"Description of Property:

All of Blocks A, B, and C, SOUTH AUDITORIUM ADDITION, City of Portland, County of Multnomah, State of Oregon, EXCEPTING: (1) Lot 1, Block A (Finley's Parking Lot); (2) Lot 1, Block B (Pacific Northwest Bell Telephone Company); (3) Lot 2, Block C (State of Oregon, by and through its State Highway Commission); and (4) the areas contained in the parks and malls to be dedicated or conveyed for public use in accordance with the Redevelopment Plan.

Description of Property in each Phase:

- PHASE 1. Parcels 2, 3, 4, and 8 of Block A; and Parcels 5 and 6 of Block B.
- PHASE 2. Parcel 1 of Block A; and Parcel 7 of Block B.
- PHASE 2a. Parcel 1 of Block C.
- PHASE 3. Parcels 3 and 4 of Block B; and any other of the following:
Parcels 5, 6, or 7 of Block A.
- PHASE 4. All parcels remaining.

The descriptions of the Parcels contained in each Phase as above described are the descriptions of the Property as shown on the map attached to the Agreement as Exhibit B. Upon the determination of the location of the parks and malls by the Agency and the Redeveloper in accordance with the Redevelopment Plan, Blocks A, B, and C of the South Auditorium Addition will be replatted by

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the Agency to provide for the dedication or conveyance of such areas to public use pursuant to the Redevelopment Plan. The Property will thereafter be conveyed to the Redeveloper by phases in accordance with the Agreement from the descriptions contained in such replat."

2. Subsection 1(a) of the Agreement is hereby amended to read as follows:

"1. (a) Subject to all the terms, covenants, and conditions of this Agreement, the Agency will convey the Property in each phase to the Redeveloper upon the payment in full for the property in each phase by the Redeveloper. The aggregate purchase price for all the property is Four Million One Hundred One Thousand Dollars (\$4,101,000). The purchase price for each phase shall be the minimum acceptable price previously established by the Agency for the land to be conveyed, plus 4.98 per cent of such price; provided, however, that the total amount paid shall, upon the final payment, be adjusted to equal the aggregate purchase price for all the property."

3. Subsection 1(c) of the Agreement is hereby amended to read as follows:

"(c) At any time prior to the conveyance to the Redeveloper of the property in Phase 1, the Redeveloper may increase the property included in Phase 1 by written notification to the Agency requesting that land comprising property in a later phase

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be transferred to Phase 1 and may substitute the parcel designated B-6 in the Redevelopment Plan for the parcel designated B-7 therein; provided, however, that in the event that parcel B-6 is substituted for parcel B-7 in Phase 1, parcel B-7 shall be included in Phase 2 of the development. The Redeveloper may, prior to conveyance of property in any phase, increase the property to be included in such phase by written notification to the Agency requesting the inclusion of such additional land. The Redeveloper shall not, however, be thereby relieved of its obligations of all other property in such phase."

4. Paragraph 1(d) of the Agreement is hereby amended to read as follows:

"(d) If all conditions precedent have been complied with by the Redeveloper, the Agency will deliver the deeds and possession of the Property to the Redeveloper, as follows:

As to the Property in Phase 1, not later than September 10, 1964.

As to the Property in Phase 2, not later than September 10, 1966.

As to the Property in Phase 2a, not later than June 10, 1967, unless sooner requested by Redeveloper upon 60 days written notice to Agency.

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As to the Property in Phase 3, not later than September 10, 1967, unless sooner requested by Redeveloper upon 60 days written notice to Agency.

As to the Property in Phase 4, not later than September 10, 1968, unless sooner requested by Redeveloper upon 60 days written notice to Agency.

Such date of delivery of deeds and possession as to Phases 3 and 4 may be postponed, at the option of the Redeveloper, without cause and in addition to any delay pursuant to Section 15 hereof for a period not to exceed one year, provided that for each day of such delay the Redeveloper shall pay to the Agency:

- (1) A sum equal to 1/365th of 5 per cent of the purchase price of the land in the phase as to which such option is exercised, computed as provided in Subsection 1(c) above; and
- (2) A sum in lieu of taxes, which sum shall be based upon a per diem calculation of the millage rate applicable to the Property and multiplied by the probable assessed valuation of the Property not paid for in the phase delayed, to be determined by applying the current assessment ratio to the value of the land computed as provided in Subsection 1(c) above; provided, however, such sum in lieu of taxes shall not accrue or become payable for any period during which ad valorem taxes on said Property have been otherwise assessed and paid.

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It is understood and agreed that any postponement with respect to Phase 3 shall automatically postpone the date of delivery of deed or deeds and possession as to Phase 4 by the period of the postponement applicable to Phase 3 without additional payment as to Phase 4 of the sums above mentioned and without prejudice to Redeveloper's option to postpone Phase 4 with the payments as above provided.

Redeveloper agrees to establish a program for the local promotion, leasing, and management of all properties to be redeveloped by it in all phases of its development in order that it may comply with the established schedule of development. Such program shall commence prior to conveyance of property in Phase 1 and shall continue until Phase 4 is completed, or until all leasing is substantially completed. The program shall include the employment of agents and personnel and the expenditure of funds reasonably necessary or proper to effectuate the program. Redeveloper agrees to provide such information relative to such program as Agency may request.

Conveyances shall be made at the principal office of the Agency, and the Redeveloper hereby agrees to accept such conveyances and to pay the Agency at the aforesaid times and place the purchase price for the Property in each

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Phase in full in the form of cash, provided that the purchase price for the Property in Phase 1 shall be credited with the amount of the Good Faith Deposit."

5. Subsection 4(b) of the Agreement is hereby amended to read as follows:

"(b) The provisions of subsection (a) of this Section 4 of this Agreement shall also apply to the Preliminary Construction Plans with respect to the Improvements to be constructed by the Redeveloper on the Property in Phases 2, 2a, 3, and 4, except that such plans shall be initially submitted by the Redeveloper to the Agency for approval no later than Three (3) months prior to the date on which the Property in each such phase is to be conveyed to the Redeveloper pursuant to subsection (d) of Section 1 of this Agreement."

6. Section 23 of the Agreement is hereby amended to read as follows:

"23. The Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

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

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employment, without regard to their race, creed, color, 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 Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

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

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers' representative of the Redeveloper'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.

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(d) The Redeveloper 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 Redeveloper 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 Redeveloper's books, records, and accounts by the Agency, the Secretary of 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 Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Redeveloper 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.

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(q) The Redeveloper will include the provisions of Paragraphs (a) through (q) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, 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 provisions will be binding upon each such contractor, subcontractor, or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Agency or the Department of Housing and Urban Development, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the first three lines of this Section shall be changed to read 'During the performance of

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this Contract, the Contractor agrees as follows:', and the term 'Redeveloper' shall be changed to 'Contractor'.'

7. Except as expressly amended hereby, all other terms and conditions of the Agreement, as amended, shall remain as provided therein.

IN WITNESS WHEREOF, the Agency has caused this Second Amendment to Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and Redeveloper has caused the same to be duly executed and sealed in its behalf, on or as of the date first above written.



By: [Signature]
Secretary

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: [Signature]
Chairman

PORTLAND CENTER DEVELOPMENT CO., a partnership
By: [Signature]
Authorized Representative

By: [Signature]
Authorized Representative

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STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

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On this 18th day of August, 1966, before me, the undersigned, a notary public in and for said County and State, personally appeared the within named IRA C. KELLER and A. V. FONDER, 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, IRA C. KELLER, is the Chairman, and he, A. V. FONDER, 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 IRA C. KELLER and A. V. FONDER acknowledged said instrument to be the free act and deed of said Commission.



Olive J. Hurvill
Notary Public for Oregon
My Commission expires October 4, 1967

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SEP 1 1966

STATE OF Oregon)
COUNTY OF Multnomah) ss.

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On this 28th day of July, 1966, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named J. E. Headley, to me known to be the identical individual who signed the foregoing instrument as an authorized representative of Portland Center Development Co., a partnership, and acknowledged to me that he executed the same freely and voluntarily by authority of and on behalf of said partnership and its members, for the uses and purposes therein stated and as the voluntary act and deed of said partnership and its members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the date first hereinabove written.



Harvey C. Barragar
Notary Public for Oregon
My commission expires: 4-15-67

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STATE OF Oregon)
COUNTY OF Multnomah) ss.

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On this 28th day of July, 1966, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named J. G. Marshall, to me known to be the identical individual who signed the foregoing instrument as an authorized representative of Portland Center Development Co., a partnership, and acknowledged to me that he executed the same freely and voluntarily by authority of and on behalf of said partnership and its members, for the uses and purposes therein stated and as the voluntary act and deed of said partnership and its members.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the date first hereinabove written.



Harvey U. Barragan
Notary Public for Oregon
My commission expires: 4-15-67

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SEP 1 1966