

1       **2012 GOOD NEIGHBOR AGREEMENT (Revised 11/21/11; Fourth Revision 10/29/12)**

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3       **AGREEMENT BETWEEN THE PROVIDENCE PORTLAND MEDICAL CENTER,**  
4       **THE NORTH TABOR NEIGHBORHOOD ASSOCIATION AND THE LAURELHURST**  
5       **NEIGHBORHOOD ASSOCIATION (2011 Changes)**

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7       This Good Neighbor Agreement (Agreement) is entered into on 11/8, 2012 between the  
8       Providence Portland Medical Center (hereinafter "PPMC"), the North Tabor Neighborhood  
9       Association (hereinafter "NTNA"), and the Laurelhurst Neighborhood Association (hereinafter  
10       "LNA"); collectively referred to as the "Parties".

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19       **I.     GOAL STATEMENT:**

20       The primary purpose of this Agreement is to facilitate on-going communication and  
21       collaboration between PPMC, NTNA, and LNA throughout the life of PPMC's 2012  
22       Conditional Use Masterplan (See Exhibit A, attached hereto and incorporated by  
23       reference herein), and to establish the foundation for on-going communication and  
24       collaboration among the parties and the community at large. This Agreement:

- 25       A.     Is intended to minimize differences between NTNA, LNA and PPMC through the  
26       land use process.  
27       B.     Anticipates that communication and problem-solving will take place on an on-going  
28       basis. The PPMC, NTNA, and LNA Good Neighbor Agreement Standing Committee  
29       (Standing Committee) will serve as the mechanism for this communication and  
30       problem-solving among the parties (See Section II below).  
31       C.     Is intended to create a collaborative environment between NTNA, LNA, and PPMC,  
32       which will maintain and when possible enhance community livability by promoting  
33       sustainable practices. (*"Sustainable" is defined as investing in a healthy environment,*  
34       *economy and community now and for future generations*).  
35       D.     Anticipates that the Office of Neighborhood Involvement, Community Residential  
36       Siting Program will be available to assist the parties if a conflict cannot be resolved  
37       through the Standing Committee process.

38  
39       **II.    ALL PARTIES AGREE TO:**

- 40  
41       **1.     Participate in a Good Neighbor Agreement Standing Committee ("Standing**  
42       **Committee"):**  
43       A.     A Standing Committee shall be established and authorized to:  
44       i.     Evaluate the effectiveness of this Agreement;

- 1           ii.     Consensus is a process of “give and take,” of finding common ground and  
2                     creative solutions to further the purposes of this Agreement in a way that  
3                     all Standing Committee members can support. Consensus does not mean  
4                     100% agreement on every part of every issue, but rather support for a  
5                     decision taken as a whole. This means that a member of the Standing  
6                     Committee may vote to support a consensus proposal even though they  
7                     would prefer to have it modified in some manner in order to give it their  
8                     full support. Consensus is reached if all Standing Committee members  
9                     support an idea, or can say, “I can live with that.”

10     E. Annual Community Meeting:

- 11           i.     PPMC will host an Annual Community Meeting;  
12           ii.    The purpose of this meeting is for the Standing Committee to share with  
13                     other community members their progress on matters identified in this  
14                     Agreement.  
15           iii.   NTNA and LNA shall provide an announcement of the date, time, location  
16                     and agenda of the Annual Community Meeting in their respective  
17                     newsletters in order to provide timely notice of the meeting to the  
18                     neighborhoods.

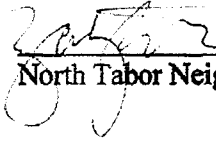
19     F. Standing Committee Work Groups:

- 20           i.     The Standing Committee has the authority to establish sub-committees  
21                     known as “Work Groups” to focus on specific tasks when needed;  
22           ii.    Work Groups may include representatives from the larger PPMC,  
23                     Neighborhood Associations, and one future business association within  
24                     the PPMC CUMP growth boundary and may not necessarily be the same  
25                     representatives who are on the Standing Committee, and others as  
26                     determined by the Standing Committee;  
27           iii.   Work Groups may meet at times other than the regularly scheduled  
28                     meeting times of the Standing Committee; and  
29           iv.   Work Groups will report back to the Standing Committee at regularly  
30                     scheduled Standing Committee Meetings.  
31           v.     A Transportation Work Group (TWG) shall be established.  
32                     (i)    The TWG may involve other organizations, such as the Bicycle  
33                     Transportation Alliance, Tri-Met, Portland Sustainability Institute,  
34                     and relevant government agencies;  
35                     (ii)   The goals and tasks of the TWG shall include but not be limited to:  
36                     a.    Commit to reducing vehicle trips to and from PPMC  
37                     through its Transportation Demand Management Program  
38                     and other mechanisms;  
39                     b.    Work through the Portland Bureau of Transportation to  
40                     monitor progress toward trip reduction goals and maintain  
41                     an acceptable level of traffic service;  
42                     c.    Explore and implement alternatives to reduce demand for  
43                     on-street parking and on-campus parking;

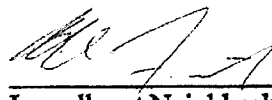
- 1           iii.    Aggressively pursue ground floor retail uses in buildings developed in the  
2                    future, within the PPMC growth boundary along NE Glisan Street;  
3           iv.    Develop at least 1,200 net leasable square feet ("NLSF") of new ground  
4                    floor retail space located in any new building larger than 25,000 NLSF  
5                    built by PPMC within its growth boundary along NE Glisan Street, to the  
6                    extent permitted by the underlying zoning. PPMC shall work with the  
7                    Standing Committee and the City to develop policies that will encourage  
8                    other appropriate retail development opportunities along NE Glisan Street;  
9                    and  
10          v.    Recognizing the value of the building located at 4540 NE Glisan Street for  
11                    retail purposes, PPMC agrees that when the Elder Place Program,  
12                    currently located in this building, is relocated, PPMC commits to return  
13                    the space to retail use.
- 14    D. No net loss of dwelling units:
- 15          i.    No net loss in the number of dwelling units located on property owned by  
16                    PPMC within its growth boundary, after May 7, 2003, except for the  
17                    house located in the 5200 block of NE Hoyt Street;
- 18          ii.   If the need arises to remove dwelling units owned by PPMC within the  
19                    growth boundary and opportunities for replacing those dwelling units  
20                    within the boundary are not feasible, PPMC shall replace the removed  
21                    dwelling units with new dwelling units located within one mile of PPMC's  
22                    growth boundary; and
- 23          iii.   Use of or conversion to multi-family residential dwellings within the  
24                    PPMC growth boundary as guest housing is not subject to the "no net  
25                    loss" policy, as long as the exterior appearance of the dwellings is  
26                    maintained.
- 27    E. Address other development issues:
- 28          i.    Provide adequate notice for all demolitions, and allow time to find buyers  
29                    who will relocate buildings if practical;
- 30          ii.   Consider mixed-use development;
- 31          iii.   Provide parties with a complete application and any supplemental  
32                    materials not later than when submitted to the City of Portland, Bureau of  
33                    Developmental Services for land use review;
- 34          iv.   Address regulatory issues (i.e. zoning, street improvements, etc.) that may  
35                    be a precursor to redevelopment of properties along NE Glisan Street; and
- 36          v.    Promote community health and well-being initiatives to support  
37                    development of amenities like a community garden and community  
38                    gathering spaces.
- 39    F. Address Visual Environmental/Design Issues:
- 40          i.    Use landscape design, architectural design, and complementary building  
41                    materials on new and expanded buildings to enhance the quality and  
42                    character of adjacent property and public rights-of-way, excepting 1-84  
43                    and proposed street vacations;

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Providence Portland Medical Center:

 10/31/12

North Tabor Neighborhood Association:

 Oct 31, 2012

Laurelhurst Neighborhood Association: