

Exhibit A

AGREEMENT FOR TEMPORARY SITE ACCESS

THIS AGREEMENT, dated effective as of June 19th, 2017, is made and entered into by and between **SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON**, an Oregon school district ("PPS"), and by the City of Portland, a municipal corporation of the State of Oregon ("Licensee").

RECITALS:

A. PPS owns the real property addressed as 161 NE 82nd Avenue, situated on the west side of NE 82nd Avenue, between NE Couch Street and NE Everett Street, known as Vestal School (the "Property").

B. Licensee desires to enter upon a portion of the Property for the purpose of completing sidewalk improvements along NE 82nd Avenue adjacent to the Property (hereinafter referred to as the "Permitted Use").

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Temporary Access. PPS grants Licensee a revocable temporary license to enter that portion of the Property described in Exhibit A and depicted on Exhibit B attached hereto (the "License Area") during the period June 19th, 2017, through August 19th, 2017, for the sole purpose of the Permitted Use. While this Agreement is effective, Licensee shall have the right to use the driveways and parking lots at the Property for ingress and egress to the License Area during such time period and during such hours.

2. Manner of Carrying Out Activities. All activities performed by Licensee shall be conducted in a good and workmanlike manner, so as not to interfere with PPS's operations on the Property and to cause no damage to the Property. Licensee shall not place its materials or vehicles in a location that would preclude or interfere with vehicular access by PPS or its invitees to any portion of the Property.

3. Right to Revoke License. If PPS determines in its sole discretion that Licensee's activities are causing interference with PPS's activities or an actual harm or risk of harm to the Property, students, or other parties, or that the license should be revoked for any other reason, as determined by PPS in its sole discretion, PPS may, by notice to Licensee, revoke this license and order Licensee to immediately cease all activities at the Property and to exit the Property.

4. Compliance with Laws and Rules. Licensee shall comply with all state laws, Oregon Administrative Rules, City ordinances and PPS policies and regulations applicable to the Property and Licensee.

5. Hazardous Substances. Licensee shall not cause or permit any Hazardous Substance (as defined below) to be spilled, leaked, disposed of, or otherwise released on or under the Property. Licensee may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use. Licensee may store such Hazardous Substances on the Property only in quantities necessary to satisfy Licensee's reasonably anticipated needs. Licensee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Property. Upon the expiration or termination of this License, Licensee shall remove all Hazardous Substances from the Property. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.

6. No Contact With Students. Except when necessary for the safety of students, and a PPS teacher or other employee is not available, Licensee shall ensure that Licensee and its directors, shareholders, members, officers, employees, agents, and contractors (collectively referred to as "Licensee's Affiliates"), and the directors, shareholders, members, officers, employees, and agents of Licensee's agents and contractors, if any (collectively referred to as "Related Parties"), will have no contact with PPS students while on the Property.

7. Liens. Except with respect to activities for which PPS is responsible, Licensee shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from any liens. If Licensee fails to pay any such claims or to discharge any lien, PPS may do so. Any such amount shall bear interest at the rate of 12 percent per annum from the date expended by PPS and shall be payable by Licensee to PPS on demand.

8. Mutual Indemnification. Subject to the limitations of the Oregon Constitution (Article XI, Section 9) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the City shall indemnify, defend, and hold harmless PPS from and against all liability, loss, and costs arising out of or resulting from the acts of the City, its officers, and agents in the performance of this Agreement.

Subject to the limitations of the Oregon Constitution (Article XI, Section 9) and the Oregon Tort Claims Act (ORS 30.260 through 30.300), PPS shall indemnify, defend, and hold harmless the City from and against all liability, loss, and costs arising out of or resulting from the acts of the PPS, its officers, and agents in the performance of this Agreement.

8.1 Liability Insurance. Licensee is self-insured for claims involving bodily injury and property damage up to \$1,382,300 per occurrence. Subject to the conditions and limitations of the Oregon Constitution, Article XI, Section 9, and the Oregon Tort Claims Act (ORS 30.260 to 30.300). User will provide evidence of self-insurance upon request of PPS.

8.2 Workers' Compensation. Licensee will provide proof of self-insurance upon request of PPS.

9. Restoring Condition of the Property. On or before the expiration of the term of this license granted in Section 1 above, Licensee shall remove from the Property all personal property placed on the Property by Licensee. Immediately after completion of its activities, Licensee shall reasonably restore the Property to the condition it was in prior to the activities authorized by this Agreement, with the exception of the two Ash trees to be removed by PPS prior to Licensee's activities, as shown on the attached Exhibit C. Licensee shall repair any damage to lawns, asphalt, concrete, and structures and bear responsibility for any loss or destruction of or damage to PPS's real and personal property resulting from Licensee's activities under this Agreement. Prior to Licensee leaving the Property, Licensee shall notify PPS that its activities are completed and PPS may inspect the Property. If PPS identifies any damage to the Property or other items that must be addressed to comply with this Agreement, Licensee shall promptly take the requested action.

10. Copies of Data, Results, and Reports. At PPS's request, Licensee shall provide PPS with copies of (a) any analytical data generated from any sampling activities that Licensee conducts pursuant to this Agreement, including the raw data and lab reports; and (b) any reports to be provided by Licensee to any governmental authority that are based on or incorporate such data or reports, prior to sending them to the governmental authority.

11. Miscellaneous.

11.1 Assignment. This License may not be assigned, nor may a right of use of any portion of the Property be conferred on any third person by any other means, without the prior written consent of PPS. This provision shall apply to all transfers by operation of law.

11.2 Nonwaiver. Waiver by either party of strict performance of any provision of this license shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

11.3 No Offensive Behavior. Licensee shall require that the behavior of Licensee's Affiliates and Licensee's Related Parties meet the standards which would be appropriate for public employees on PPS premises. Kindness and considerate behavior shall be displayed by Licensee's Affiliates and Licensee's Related Parties toward all persons on the Property and all adjoining property owners, regardless of the circumstances. Licensee shall refrain from any use that would be reasonably offensive to other users of the Property, or owners or users of neighboring premises, or that would tend to create a nuisance.

11.4 No Discrimination. In its use of the Property, Licensee shall not discriminate against any person on the basis of race, religion, sex, color, or national origin; however, this shall not preclude an organization founded on religious principles from hiring into work stations requiring religious advocacy persons pledged to the canons of that faith.

11.5 Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. All amendments to this Agreement must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PPS:

**SCHOOL DISTRICT NO. 1J,
MULTNOMAH COUNTY, OREGON**

By: _____
Emily Courtnage, Deputy Clerk

LICENSEE:

**CITY OF PORTLAND, A MUNICIPAL
CORPORATION OF THE STATE OF
OREGON**

Bureau Director or designee

APPROVED AS TO FORM:

City Attorney

R/W # 8213
VESTAL SCHOOL NE 82ND AVE
1N2E32DA 3800
TEMPORARY SITE ACCESS AGREEMENT

EXHIBIT A

A Tract of Land being a portion of that Tract conveyed to School District #1, Multnomah County, Oregon by deed, recorded in Book 1019, Page 275, on July 16, 1925, Multnomah County Deed Records, also being part of Lots 1, 3, 5, 7, 9, and 11 of Block 1 of the duly recorded Plat of Mount Tabor Homes, Multnomah County Plat Records, situated in the Southeast One-Quarter of Section 32, Township 1 North, Range 2 East of the Willamette Meridian, City of Portland, County of Multnomah, State of Oregon, being more particularly described as follows:

Commencing at a point at the intersection of the South Right-of-Way of NE Everett Street (47.50 feet in width) and the West Right-of-Way line of NE 82nd Avenue (70.00 feet in width);

Thence, along the South Right-of-Way of NE Everett Street, North 88°18'11" West, a distance of 4.00 feet to the POINT OF BEGINNING;

Thence, parallel with said West Right-of-Way line of NE 82nd Avenue, South 01°34'00" West, a distance of 231.25 feet;

Thence, South 88°26'00" East, a distance of 4.00 feet to said West Right-of-Way line of NE 82nd Avenue;

Thence, along said West Right-of-Way of NE 82nd Avenue, South 01°34'00" West, a distance of 8.00 feet;

Thence, leaving said Right-of-Way, North 88°26'00" West, a distance of 12.00 feet;

Thence, parallel with said West Right-of-Way of NE 82nd Avenue, North 01°34'00" East, a distance of 239.27 feet to the South Right-of-Way line of NE Everett Street;

Thence, along said South Right-of-Way line, South 88°18'11" East, a distance of 8.00 feet to the POINT OF BEGINNING.

Containing 1,946 square feet

Project 40553
March 23, 2017

REGISTERED
PROFESSIONAL
LAND SURVEYOR



OREGON
MAY 26, 2015
CHRISTOPHER A. BROWN
87332PLS
EXPIRES 12-31-2018

EXHIBIT B

R/W # 8213
 VESTAL SCHOOL NE 82ND AVE
 1N2E32DA 3800
 161 N.E. 82ND AVENUE

N.E. EVERETT ST.

MT. TABOR
 HOMES

BLOCK 1

N 01°34'00" E 239.27'

N 88°26'00" W 12.00'

S 88°18'11" E 8.00'

P.O.B.

P.O.C.

4.00'

TEMPORARY
 SITE ACCESS
 AGREEMENT
 1,946 SQ. FT.

35'

35'

S 01°34'00" W 231.25'

N.E. 82ND AVE.

30'

30'

N.E. DAVIS ST.

S 88°26'00" E 4.00'

S 01°34'00" W 8.00'

SCALE: 1" = 40'

PBOT
 PORTLAND BUREAU OF TRANSPORTATION

SURVEY DEPARTMENT,
 1120 SW 5TH AVE., SUITE 800
 PORTLAND, OREGON 97204
 PHONE 503-823-7150

JOB #40553
 MARCH 23, 2017