

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT is made and entered into by and between THE CITY OF PORTLAND, a political subdivision of the State of Oregon, by and through its BUREAU OF ENVIRONMENTAL SERVICES ("BES"), and THE METROPOLITAN EXPOSITION RECREATION COMMISSION ("MERC"), organized under the laws of the State of Oregon and the Metro Charter, dated effective as of the last day of signature below.

RECITALS

- A. Metro is the fee owner of certain real property located at 2060 N. Marine Drive, City of Portland, County of Multnomah, State of Oregon, commonly known as the Portland Metropolitan Exposition Center ("the Expo Center Property").
- B. MERC is the governing body responsible for the operation and maintenance of the Portland Metropolitan Exposition Center.
- C. BES intends to remodel an existing sewer pump station it currently operates on property adjacent to the Expo Center Property. As part of such remodel project, BES desires to investigate the feasibility of designing and constructing a replacement sewer pump station on a portion of the Expo Center Property, which area is more specifically depicted on attached Exhibit A (the "Investigation Area").
- D. Pursuant to a prior agreement between the parties, BES previously accessed the Expo Center Property to carry out certain noninvasive survey activities; the purpose of this Site Access Agreement is to facilitate additional due diligence of the Investigation Area by BES.

TERMS

1. Permitted Access. In furtherance of its Force Avenue Pump Station Remodel Project plans, BES (and its contractors and subcontractors) is hereby authorized to access the Investigation Area for the limited purposes of conducting geotechnical investigations to collect soil and rock samples, perform infiltration testing, and delineate any wetland boundaries. More specifically, and as further detailed on the scope of work attached hereto as Exhibit A, BES will be drilling one hole, collecting soil samples from the hole for laboratory testing, and backfilling hole with cement-bentonite grout. All borings and probes made shall not exceed 8 inches in diameter and 120 feet in depth. BES also will dig shallow test pits (four-foot depth) to test for infiltration through soils, and identify any existing wetland boundary (the "Investigation Activities"). MERC and/or its representatives shall have the right to be present during the access period and to observe the Investigation Activities.
2. Prior Notice of Access. Access to the Investigation Area and commencement of any of the Investigation Activities referenced above in Section 1 shall be on days and at times that are convenient and acceptable to MERC. BES shall notify MERC at least seven (7) days in advance of any planned entry by BES or its representatives into the Investigation Area to carry out activities authorized by this Agreement. For each visit to the Expo Center Property, BES shall coordinate and schedule its access with Matthew Rotchford, Expo Center Director.

Mr. Rotchford may be reached at (503) 736-5203. The parties may agree to verbally waive this requirement.

3. Manner of Carrying Out Activities. All Investigation Activities performed by BES shall be conducted in a good and workmanlike manner so as not to interfere with applicable business activities and operations at the Expo Center Property. BES shall be responsible for obtaining, at its sole cost and expense, any and all permits necessary and all Investigation Activities shall be in compliance with the applicable standard specifications. MERC recognizes that as part of the authorized Investigation Activities paint marks and stakes may be posted, and small flags may be placed in the ground. MERC commits not to remove such marks, stakes or flags without first giving reasonable prior notice to BES of such planned removal.

4. Contractor Responsibility. BES shall provide MERC with the names of BES's intended contractors who will be performing work on BES's behalf under this Agreement. BES will require its contractors to indemnify MERC to the same extent BES is required to indemnify MERC under section 9 below, and BES will require its contractors to name MERC as an additional insured entity under those contractors' insurance policies. BES's contractors shall be responsible for any violation of this Agreement or damage caused in connection with BES's Investigation Activities associated with this Agreement, to the extent such violations or damage result from the acts or omissions of BES's contractors or subcontractors.

5. Damage; Restoration.

(a) BES shall be solely responsible for any violation of this Agreement or damage caused in connection with BES's Investigation Activities associated with this Agreement, to the extent such violations or damage result from the acts or omissions of BES or its subcontractors, employees, invitees, or agents, including, but not limited to, any damage to property, buildings, equipment, or other improvements.

(b) Immediately following each visit to the Expo Center Property, BES shall, at its sole cost and expense, (i) repair any damage to curbs, sidewalks, roadways, utilities, and other improvements and property caused by BES or resulting from BES's Investigation Activities and (ii) restore all such areas and improvements to their original condition. Each borehole and/or probe within the Investigation Area shall be backfilled with existing drill cuttings, existing removed soil or bentonite grout to ensure that no hole or depression remains on the permitted drilling area. BES shall take all appropriate measures to minimize the impact of its operations upon the Expo Center Property and adjacent properties and tenants.

6. Term of Agreement. The term of this Agreement shall commence on the effective date below and unless terminated earlier in accordance with Section 14, shall terminate August 30, 2017. Notwithstanding the foregoing, the access rights permitted under this Agreement are revocable by MERC at any time, at its sole discretion, upon seven (7) days written notice to BES. This Agreement may also be terminated immediately upon MERC's determination that BES has violated any of the terms, conditions, or provisions of this Agreement.

7. Copies of Reports. BES shall, upon request, provide MERC with copies of all reports, findings, analyses, or conclusions (whether generated by BES or its third-party professionals or

consultants) obtained, produced, or issued as a result of BES's Investigation Activities or otherwise related to the condition of Investigation Area or the Expo Center Property.

8. Parties Bound. This Agreement shall be binding upon and inure to the benefit of BES and MERC and their respective successors and assigns. No party may assign the rights and obligations provided for herein without the prior written consent of the other parties.

9. Indemnity and Reimbursement. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, BES shall defend, indemnify, and hold harmless MERC from and against, and reimburse MERC for, any and all actual claims, damages, expenses, losses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties which may be imposed upon or claimed against or incurred by MERC and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following: (a) any act, omission or negligence of BES; (b) any use, occupation, or control of the Investigation Area or Expo Center Property in connection with BES's Investigation Activities; (c) any breach, violation or nonperformance of any of BES's obligations under this Agreement; and/or (d) any damage caused by BES on or to the Investigation Area or the Expo Center Property in connection with BES's Investigation Activities. For purposes of this Section, "MERC" shall be deemed to include Metro, the Metropolitan Exposition-Recreation Commission and their respective members, officers, directors, elected or appointed officials, agents and employees.

10. Miscellaneous. This Agreement is expressly not intended for the benefit of any third party and is expressly not enforceable by any third party. 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.

IN WITNESS WHEREOF, the parties hereby execute this Agreement effective as of the last date referenced below.

City of Portland, Bureau of Environmental
Services

By Michael Ford

Its DIRECTOR, BES

Date 5/26/17

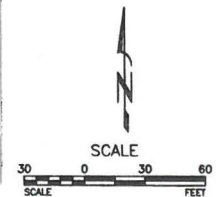
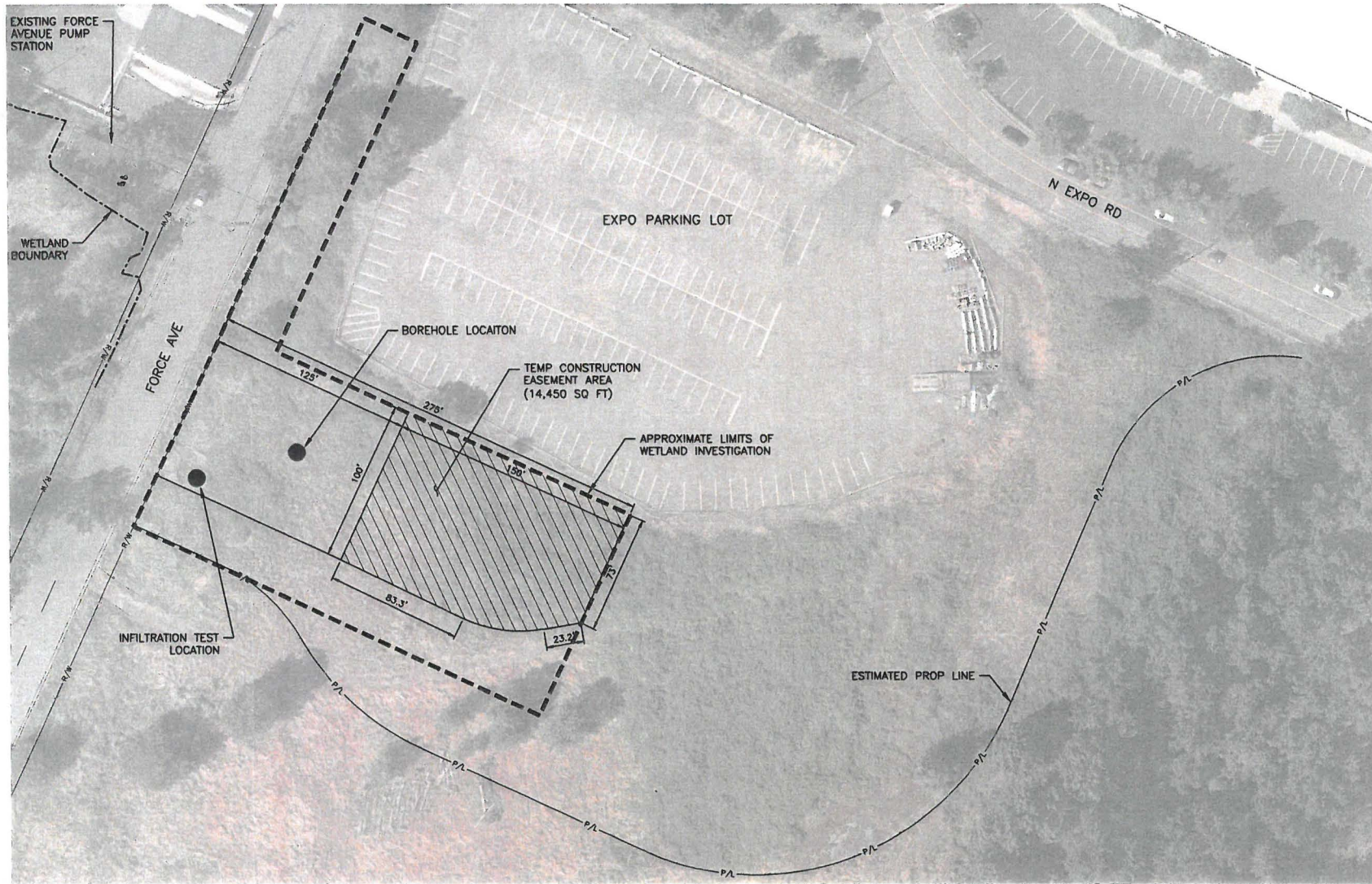
Metropolitan Exposition Recreation
Commission

By _____

Its _____

Date _____

Exhibit A
MAP OF INVESTIGATION AREA



DESIGNED BY	DATE APP'D	BY
DRAWN BY	PROGRAM MGR	BY
CHECKED BY	CONST. MGR	BY
DESIGN MGR		

NO.	DATE	DESCRIPTION	REVISION

APP'D	DRAWING NAME
	FINAL MAP DATA

CITY OF PORTLAND
ENVIRONMENTAL SERVICES



PRELIMINARY
EXHIBIT A

BES FORCE AVE PUMP STATION REMODEL
PUMP STATION IMPROVEMENTS

PROPOSED GEOTECHNICAL INVESTIGATIONS,
WETLAND DELINEATION AREA, AND
EASEMENT LIMITS.

1/4 SECTION
1927
JOB NO.
E10611
SHEET NO.
EXHIBIT A