

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of August, 1980, by and between the CITY OF PORTLAND and R.D. Fritzler, dba Dick's Restaurant Supply hereinafter referred to as "Lessee",

WITNESSETH :

WHEREAS, the City has leased to R.D. Fritzler dba Dick's Restaurant Supply an area under the Hawthorne Bridge approach ramp in S.E. Madison Street and between S.E. Union Avenue and S.E. Grand Avenue, Portland, Oregon, and

WHEREAS Lessee proposes to continue to use said space for vehicle parking, and

WHEREAS the City Council has determined that the space cannot be used for vehicle traffic and will not be needed for public purposes for the term of the lease, and the use of such space by Lessee for parking vehicles will not interfere with any public utility use of street area, and

WHEREAS the City Council is of the opinion that leasing of said space to Lessee for vehicle parking will give the best return to the City for use of such space and will enable said property to be retained on the tax rolls, now, therefore,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. City hereby leases to Lessee that portion of the street area of S.E. Madison Street under the approach ramp to the Hawthorne Bridge, not occupied by that structure, and consisting of approximately 3,000 square feet and more particularly shown on the Exhibit A attached hereto, for use as a parking facility under the terms and conditions hereinafter set forth. Lessee expressly understands that the space leased hereunder is for use of parking of passenger motor vehicles only, unless other use is approved in writing by the City.
2. The term of this lease shall be three years from August 1, 1980. Rental shall be payable annually in advance for the term of the lease, rental payment due at the Bureau of Facilities Management. Such rental shall be \$60.00 per month for the term of this lease, which shall expire July 31, 1983. Lessee shall pay all real property taxes assessed against the property within 15 days of receipt of billing.

3. This lease and any right of Lessee thereunder may not be assigned, transferred or otherwise alienated by Lessee without the express approval of the City.

4. City hereby grants to Lessee the right to construct driveways and make other improvements, subject to the approvals and permit procedures of the appropriate City Bureaus and at the sole expense of Lessee, as is necessary to make the space suitable for use as a parking facility. Lessee shall maintain the premises in a clean and orderly condition commensurate with the appearance and use of the neighboring area.

5. This lease grant of right shall not exempt Lessee from acquiring all licenses and permits required by existing ordinances for the operation, construction and maintenance of the parking facility to be constructed pursuant hereto. All structural plans, as well as materials to be used and methods of installation shall be approved by the City Engineer, Traffic Engineer, Bureau of Buildings, etc.

6. Multnomah County as owner of the Hawthorne Bridge occupies an area of street space immediately east of the space which is the subject matter of this lease, consisting of a bridge abutment which contains a vault, and Lessee agrees to construct a barricade to protect said vault and abutment, as Multnomah County designates, and Lessee agrees to vacate the area as necessary for working or securing access to the vault and abutment, whenever called upon to do so by Multnomah County.

7. The City or Lessee may, upon sixty (60) days' written notice, terminate this agreement. In the event of cancellation of this lease by either party, Lessee agrees to pay all taxes assessed against the property for the year in which the cancellation occurs. At the expiration of the three-year term, this agreement and all of the terms and provisions hereof, including the right of termination as herein provided, may be extended an additional one year upon notice by Lessee and upon approval by the Commissioner in charge of the Bureau of Facilities Management. The rental value as set forth in paragraph 3, supra, shall be subject to renegotiation prior to any extension of the term of this lease.

8. In the event of termination or at the end of the term, Lessee shall at his own expense, vacate the space leased hereunder subject to such conditions as the City Engineer designates for replacement of curbs and removal of any other additions and structures. It is expressly understood that such additions or improvements as Lessee may construct during the term of the lease shall become the property of the City if the City elects to retain the same and does not require the removal of Lessee.

9. Lessee shall, prior to commencement of this Lease, file with the City Auditor an insurance policy and property damage insurance with a single limit of \$300,000 or equivalent. The policy shall name Multnomah County and the City, their officers, agents, and employees as additional insureds,

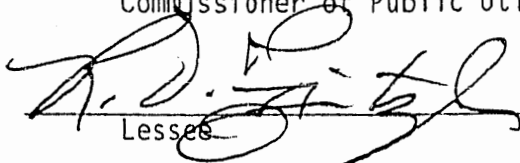
shall carry a cross-liability provision as approved by the City and shall provide for 30 days' notice of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate on _____, the City of Portland acting by its Mayor and Commissioner of Public Utilities, pursuant to authority of Ordinance No. _____ passed by the Council of the City of Portland on _____, 19 _____.

CITY OF PORTLAND

BY _____
Mayor

BY _____
Commissioner of Public Utilities

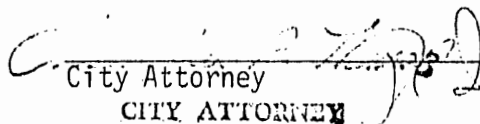


Lessee

Lessee

Approved as to form:

APPROVED AS TO FORM



City Attorney
CITY ATTORNEY

SE MADISON ST.

SE UNION AVE

SIDEWALK

SIDEWALK

3000 SFT. A

64' ±

EXIST. BRIDGE ADJUSTMENT WITH WALKWAY

SCALE: 1" = 30'



PROPOSED FOR LEASE
PARKING AREA IN SE MADISON ST.
UNDER BRIDGE RAMP TO HANTRONE
BRIDGE EAST OF SE UNION AVE.

EXHIBIT - A

ORDINANCE No. 150212

An Ordinance authorizing the execution of a lease agreement with R. D. Fritzler dba Dick's Restaurant Supply for certain area of S. E. Madison Street which is under the Hawthorne Bridge ramp for vehicle parking use and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The City entered into a lease agreement dated June 29, 1977, with R. D. Fritzler dba Dick's Restaurant Supply of this street area for off-street parking, which lease has expired.
2. This street space cannot now be used for vehicle traffic and it appears that it will not be needed for public purposes for the term of the proposed lease. The use of such space by R. D. Fritzler for off-street parking purposes in connection with the operation of Dick's Restaurant Supply will not interfere with any public utility use of the street area and will provided needed parking in the area.
3. The form of lease attached, which has been approved by the City Attorney, is appropriate for this purpose and provides for the best use of land, maintenance of the street space, and protection of public property.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Commissioner of Public Utilities are hereby authorized to enter into said agreement with R. D. Fritzler for lease of approximately 3,000 square feet of street under the approach ramp to the Hawthorne Bridge.

ORDINANCE No.

Section 2. The Council declares that an emergency exists because this property should continue to generate income; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE NO. 150242

DATE

To provide for the emergency situation of the City of Portland, Oregon, in the event of a major disaster or emergency, the Council hereby declares that an emergency exists because this property should continue to generate income; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **AUG 20 1980**

Commissioner Ivancie
August 11, 1980
Joan Cassidy:khk
BUC 34684715

Attest:

George J. Hancock
Auditor of the City of Portland

Calendar No. 2981

ORDINANCE No. 150212

Title

An Ordinance authorizing the execution of a lease agreement with R.D. Fritzler dba Dick's Restaurant Supply for certain area of S.E. Madison Street, which is under the Hawthorne Bridge ramp for vehicle parking use, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	/	
Jordan	/	
Lindberg	/	
Schwab	/	
McCready	/	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Filed AUG 15 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Jordan Crow*
Deputy

INTRODUCED BY
Commissioner Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>FJIMK</i>
Works

BUREAU APPROVAL
Bureau: Facilities Management
Prepared By: <i>Joan Cassidy:hkh</i> Date: <i>Aug. 11, 1980</i>
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: Allyn Staley

CALENDAR	
Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer