

Exhibit 5

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PORTLAND AND TRIMET FOR TEMPORARY ACCESS THROUGH HOLLYWOOD TRANSIT CENTER SITE

TriMet Contract No. GL230829LEL
City Contract No. _30008389_____

THIS AGREEMENT (“Agreement”) is entered into by and between the Tri-County Metropolitan Transportation District of Oregon (“TriMet”), a mass transit district, and the City of Portland (“City”) (each a “Party” and collectively the “Parties”) on this the 27th day of February, 2023.

RECITALS

1. Pursuant to ORS Chapter 190, the parties have the authority to enter into this Agreement.
2. TriMet owns the property located at 4110 NE Halsey Street, Portland, Oregon, listed by Multnomah County Division of Assessment, Recording and Taxation as Laurelhurst, Block 44, Lots 9-13 (parcel number R203131) and commonly known as the Hollywood Transit Center (the “Property”).
3. TriMet is working with BRIDGE Housing Corporation (“BRIDGE”) to execute a long-term ground lease under which BRIDGE will develop a portion of the Property into a transit-oriented development consisting of a mixed-use affordable housing project of approximately 224 units and various other site and infrastructure improvements, in conjunction with TriMet constructing the improvements described further in Paragraph 5, below (“TOD Project”).
4. The City is a major partner in the TOD Project. The Portland Housing Bureau is allocating affordable housing funds to BRIDGE and has confirmed GATR project prioritization from other City bureaus to cooperate in the design and permitting process, in recognition of the TOD Project’s potential to address housing needs and to improve the Property and the Hollywood neighborhood.
5. As part of the TOD Project, the City has initiated a City-sponsored street vacation process to vacate the portion of NE 42nd Avenue adjacent to the Property (“Vacated Area”). On the Vacated Area, TriMet is constructing infrastructure improvements designed to enhance the experience of transit riders, pedestrians, and bicyclists through the site. These improvements include a new pedestrian walkway and a new stair/ramp structure to connect the site to the light rail platform to the south of the Property.
6. As a condition of the street vacation approval, TriMet must provide minimum 20’ wide vehicular access from NE Halsey Street to the Union Pacific Railroad (“UPRR”) right of way to the south of the Property to accommodate Bureau of Environmental Services (“BES”) access to the Sullivan’s Gulch Trunk Sewer (“Sewer Pipe”) located in the UPRR right of way. TriMet expects that this access will be constructed and available to BES by

approximately fall 2024. This Agreement will allow BES temporary access across the Property until the permanent access is constructed.

NOW, THEREFORE, the Parties hereby agree to the following terms related to the City's right to travel over and across the Property during the term of this Agreement.

- A. The Parties agree that until the BES access in the Vacated Area is completed, BES will have a non-exclusive 10' wide vehicular access right across the Property and through the gate for the purposes of inspecting, maintaining, or repairing its Sewer Pipe, or for any other reason that in BES's reasonable discretion requires BES to access the Sewer Pipe. Because construction will be occurring on the Property, the routing of access across the Property may change over time, but TriMet will provide City with an access route through the Property that avoids construction.
- B. BES shall provide TriMet 24 hours' notice prior to using its access rights through the Property, except in the case of emergency. Notice shall be provided as follows: Email to Fiona Lyon (cundyf@trimet.org) and Catherine Sherraden (sherradc@trimet.org).
- C. TriMet represents and warrants that it is the owner of the Property. The Parties agree that all rights and responsibilities of ownership remain with TriMet, and that no title or property interest is granted as part of this Agreement. If transfer of ownership is proposed, the Parties agree that TriMet will first record an easement benefiting the City prior to an ownership transfer of the property from TriMet to another party.
- D. City understands and acknowledges that construction activities may be occurring on the Property. TriMet shall not be responsible for providing any safety or other personal protective equipment for City's access.
- E. Subject to the limitations of the Oregon Tort Claims Act, each party ("Indemnitor") shall indemnify and hold the other party ("Indemnitee") and Indemnitee's agents, directors, officers, and employees, harmless from any and all liability, claim, loss, cost, or expense arising out of negligent actions or inactions by the Indemnitor under this Agreement.
- F. The consideration for the rights granted herein is acknowledged by the Parties as being non-monetary in nature, and the Parties acknowledge and agree that such consideration is sufficient for the rights granted.
- G. The access rights herein granted will automatically terminate upon: Finalization of City building permits confirming the completion of drivable vehicular access to and from the Sullivan's Gulch Trunk Sewer through the BES access easement area, or instead upon issuance of a written release from the City (through its BES) that sufficient drivable access has been constructed, even if the building permit is not yet finalized. For the latter, TriMet will initiate a field inspection by the BES Property Management program (current contact: Eli Callison, 503-823-8757) and BES Maintenance Engineering program (current contact: Jeremiah Hess, 503-865-6811) to confirm that the completed construction has satisfied the

required BES Conditions of Approval from the Street Vacation Ordinance. Termination of this IGA will not be unreasonably withheld.

This Agreement may be executed in counterparts (facsimile or otherwise), each of which when taken together shall constitute one Agreement binding on both Parties, notwithstanding that both parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective as of the day and year the first stated herein.

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

By: Lance Erz Digitally signed by Lance Erz
Date: 2023.02.27 16:52:29 -08'00'

Lance Erz
Director, Real Estate and TOD

Date: February 27, 2023

CITY OF PORTLAND

By: Dawn Uchiyama Digitally signed by Dawn
Uchiyama
Date: 2023.02.13
15:36:43 -08'00'

Dawn Uchiyama:
BES Interim Director

Date: 2/13/23

Approved as to Form

For City of Portland
**Approved as to form
by Eric Shaffner**

City Attorney for the City Attorney