

**PERMIT FOR THE CITY OF PORTLAND AT THE MORRISON BRIDGEHEAD
PROPERTY**

Recitals:

A. Multnomah County, a political subdivision of the State of Oregon, ("**County**"), is the owner of certain real property ("**Permit Property**") which has been subject to a Temporary Permit for short term use by the City of Portland, a political subdivision of the State of Oregon ("**City**"). County and City desire to continue this use under the Temporary Permit for an extension term.

B. The Permit Property subject to this ("**Permit**"), is an area of approximately 80 square feet at the northwest corner of the County's Motor Pool Facility, located at 530 SW 2nd Avenue, Portland, OR 97204, as more particularly indicated as "SIGN" and shown on Exhibit A

C. City has installed an electronic reader sign for parking and traffic information on the Permit Property. The City is allowed access to the Permit Property through the Motor Pool Facility during normal business hours to service, repair or replace the electronic reader sign.

D. City is hereby granted a Permit to use the Permit Property on the terms and conditions stated below.

THE PARTIES AGREE AS FOLLOWS:

1. Recitals are Contractual. The above listed Recitals are contractual and are incorporated by this reference.

2. Grant Permit. City is granted authority to use the Permit Property as depicted on Exhibit A. for the purposes described in this Permit Any outstanding City obligations not otherwise completed or performed at termination of this Permit (for any reason) shall survive termination until performed or completed to the reasonable satisfaction of County.

3. Term. The term of this Permit commences May 30, 2008, terminates May 30, 2012. This Permit may be terminated by either City or County with ninety (90) days written notice. This Permit may be extended with mutual agreement of both parties, with possible new conditions implemented at that time. City acknowledges that County is considering alternative long term uses for the Permit Property.

4. Scope of Permit. This Permit authorizes the use of the Permit Property for those purposes identified in Recital C and no other. **City must comply with all of the following:**

- a. City shall obey any traffic control plan approved by the City of Portland, if imposed.
- b. Access by County personnel shall always be allowed and maintained.
- c. City understands, acknowledges and agrees that the issuance of this Permit shall in no way constitute any easement rights or privileges.

d. City vehicles in excess of 10,000 pounds, gross vehicle weight, will be approved in advance in writing, prior to entry on Permit Property.

e. City will inform County of proposed times for the installation and dismantling of the sign and appurtenant equipment. City acknowledges that the Permit Property is a part of a vital County Facility and that scheduling will be solely in the County's reasonable discretion.

f. City shall be solely responsible for all maintenance and operational costs that result from City's use of the Permit Property.

g. City shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, a City business permit, if required.

5. Maintenance/Alterations/Restoration of County's Property on Termination; Taxes and Permits.

a. City shall be solely responsible, at its cost, for the maintenance and repair of the Permit Property as may be reasonably necessary to maintain the same in a safe and suitable condition for the purposes set forth herein.

b. City may, at some point during the term of this Permit, desire to make improvements to certain appurtenant equipment providing power service to the electronic reader sign (the "Improvements"). The Improvements are shown on Exhibit A, identified as "New Power Post and Meter" and "New Underground Electrical Conduit". City will provide County with final plans and specifications which County shall approve or disapprove at its sole discretion. If County does not approve, City shall continue to operate the electronic reader sign as at the commencement of the Permit, provided it is in compliance with all applicable laws and regulations as under Section 4.g.

c. At the expiration of this Permit, all improvements and alterations to the Permit Property constructed by City or its contractors, shall be removed at City's sole expense and that Permit Property shall be restored to the condition it was in prior to the improvement, alteration or Permit use unless the County's written consent specifically provides otherwise. During the term of this Permit, City shall be solely responsible for all taxes, fees, or other assessments levied against County's Property due to City's use. City shall be solely responsible for obtaining any approvals necessary prior to use of the Permit Property for the uses allowed herein.

6. Damage to County's Property. Any damage to County's Property resulting from the use of the Permit Property shall be immediately reported to County in writing and repaired by City at City's sole expense and County's sole satisfaction.

7. Indemnity and Insurance. Subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, City agrees to indemnify, to defend and to hold harmless County, its officers, directors, agents and employees from any and all liability, damages, expenses, attorneys fees, and costs of any nature whatsoever arising from or relating to the use of the Permit Property by City and City's agents, employees, independent contractors, permittees and invitees and any

other person(s) whether or not such use is permissive. City shall provide at their own expense and keep in force during the Term of the Permit, naming County insured, a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "per occurrence basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting County and City against liability occasioned by any covered occurrence on or about the Permit Property. Such policy shall be written by a good and solvent insurance company permitted to do business in the State of Oregon and shall provide coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by City and thereafter, City agrees to deliver to County a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to County. If City is self-insured for liability, in lieu of providing the insurance required by this paragraph 6.1, City shall provide a letter to landlord stating that fact. County or its officers, directors, agents and employees shall not be liable for any latent defect at the Permit Property. In addition to the indemnity provided above, subject to the limits of the Oregon Tort Claims Act and Oregon Constitution, City agrees to indemnify, to defend and to hold harmless County, its officers, directors, agents and employees from and against all damages, costs, liabilities, and expenses caused by, arising out of, or in connection with, the handling, storage, discharge, transportation or disposal of hazardous or toxic wastes or substances, pollutants, oils, materials or contaminants, as those terms are defined by federal, state or local law or regulation, as amended from time to time. Damages, costs, liabilities and expenses shall include any amounts claimed to be owed by any regulating and administering agency.

8. Materials and Hazardous Substances.

a. No materials shall be stored, used, manufactured or disposed of within the Permit Property except in compliance with all federal, state and local laws applicable thereto. Upon the expiration or termination of this Permit, City shall remove immediately all materials from the Permitted Property.

b. Except as provided in Sub-section 8 c., no "**hazardous substances**", as defined by **ORS 465.200 (16) (2005)** and implementing regulations of the State of Oregon Department of Environmental Quality, or which constitute a public health hazard, as defined by rules of the Oregon State Health Division shall be stored, used, manufactured, released or disposed of within the Permit Property, and no condition shall be permitted within the Permit Property which constitutes a health hazard, as defined by the rules of the Oregon State Health Division.

c. City may use on the Permitted Property only those hazardous substances typically used in the prudent and safe operation of the activities allowed under Section 4 of this Permit, provided City' use of such substances is done in a manner in compliance with all applicable federal, state and local laws thereto. Upon the expiration or termination of this Permit, City shall remove immediately all hazardous substances from the Permitted Property.

9. Miscellaneous. All exhibits referenced in this Permit are incorporated herein. Any amendment or alteration to this Permit shall only be in writing and shall be signed by each party to the Permit. This Permit shall be governed by and construed in accordance with the laws and decisions of the State of Oregon. In the event of litigation, exclusive venue shall lie in Multnomah County, Oregon. If any term or provision of this Permit or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Permit and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Permit shall be valid and enforceable to the fullest extent permitted by law.

10. No Recordation. This Permit shall not be recorded.

11. Notice. Notices under this Permit shall be deemed to be properly served if delivered in writing via facsimile or by certified mail with return receipt requested to the following addresses or such other places as the parties reasonably designate:

To COUNTY: Mike Sublett - Multnomah County Facilities
401 N. Dixon
Portland, Oregon 97227
503.988.4149

To CITY: Charles Dummett
1120 SW Fifth Avenue, Suite 800
Portland, OR 97204
503.823.7527

12. Project Managers. On-site project manager for City is Charles Dummett, who can be contacted by phone at 503.823.7527 or by cell at 503.823-8502. County contact representative is Craig Flower, Multnomah County Facilities, 503.988.4201, or Kathy Hogland, Multnomah County Motor Pool Operations Program Coordinator, 503.988.5530.

13. Oregon Law and Forum. The laws of the State of Oregon shall govern this Permit. Any litigation arising under this permit shall be in Multnomah County Circuit Court. City shall conform to all applicable laws and regulations of any public authority affecting the Permit Property and shall correct at City's own expense any failure of compliance created by the fault or use of City or its agents, employees or invitees.

14. Fees.

a. The fee for use of the Permit Property shall be \$130.00 per month, payable three months in advance. Arrears from June 1, 2008, through execution of Permit shall be payable upon execution. The fee for use of the Permit Property is the equivalent of the current monthly rate County receives for a parking space.

b. The fee shall increase under the term of this Permit as the current monthly rate received by County in the parking lot adjacent to the Permit Property. Any change in fee shall be with ninety (90) days notice.

c. Any alterations or Improvements allowed under Section 5 will require an increase in the

monthly fee paid under this Section, to be determined by the County based on the additional square footage of the Permitted Property encumbered by the installation of the alterations or Improvements.

IN WITNESS WHEREOF, the parties have caused this Permit to be executed in duplicate on the dates shown below.

City of Portland

_____ **Date:** _____

APPROVED AS TO FORM

City Attorney

Multnomah County

_____ **Date:** _____

Jeff Cogen
Chair

APPROVED AS TO FORM

Matt Ryan, Assistant County Attorney