

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement"), dated as of August 19, 2010, is between Con-way Properties, Inc., a Delaware corporation ("Licensor"), and City of Portland, Bureau of Transportation, Oregon ("Licensee")(each a "Party" and collectively the "Parties").

R E C I T A L S

WHEREAS, Licensor owns that certain real property located at: Block 291, located at NW Raleigh St., and NW 21st Avenue, Portland, Oregon, and identified on the plan attached hereto as Exhibit "A" (the "Licensed Area"); and

WHEREAS, Licensee desires to use the Licensed Area for the Permitted Use described in Section 3 below and Licensor is willing to grant Licensee a temporary license to use the Licensed Area for the Permitted Use on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a temporary license to use the Licensed Area for the Permitted Use (the "License"). In conjunction with the License, Licensee shall have the right to make reasonable use of the electrical service and/or water service connections which may serve the Licensed Area at the rate of \$ 0 USD per day.
2. License Term. The permission and authority herein granted by the License shall begin on the earlier of September 26, 2010 and terminate on the evening of September 26, 2010 or as otherwise provided herein (the "Term"). Notwithstanding the foregoing, Licensor may immediately terminate this License at any time in the event of any breach by Licensee of the terms herein.
3. Permitted Use. Subject to the terms and conditions herein, Licensee shall have limited, non-transferable use of the Licensed Area during the Term solely for the purpose of: use of the parking lot for activities related to a Sunday Parkways event (the "Permitted Use"). Any changes to the Permitted Use must be pre-approved in writing by Licensor.
4. Granting of Sub-licenses. Licensee shall be permitted to grant access to third parties (each a "Sub-Licensee" or "Invitee") to use the Licensed Area during the Term. Each Sub-Licensee/Invitee's use of the Licensed Area shall be within the scope of the Permitted Use. Licensee shall remain solely liable for the acts and omissions and any related damages of any Sub-Licensee /Invitee to whom it grants access to any portion of the Licensed Area.
5. Compliance with Laws. Licensee agrees that it and each Sub-licensee/Invitee shall comply with any and all zoning and other governmental laws, ordinances, regulations, rules, covenants, and restrictions applicable to the Permitted Use and/or the Licensed Area. Neither Licensee nor any Sub-licensee/Invitee shall do or permit anything to be done in or about the Licensed Area, or bring or keep anything on or in the Licensed Area, which may constitute waste or a nuisance, whether public or private.
6. Condition of Licensed Area. Licensee hereby acknowledges that it has accepted the Licensed Area in its present "AS IS" condition and that neither Licensor nor any employee or agent of Licensor has made any representation or warranty concerning the condition of the Licensed Area or its suitability for the Permitted Use. Licensee shall, at its sole cost and expense, maintain and keep the

Licensed Area in good repair, sanitary condition, and free of trash, debris, and items left on the Licensed Area by Licensee and/or any Sub-Licensees/Invitee, it being understood that Licensee shall bear sole responsibility for all cleaning and trash removal necessary to keep and restore the Licensed Area to a good, clean, and safe condition.

7. Surrender. Upon the expiration or other termination of the Term, and without further notice, Licensee shall peaceably and quietly quit and surrender to Licensor the Licensed Area in as good as condition as existed on the commencement date hereof, excepting only ordinary wear and tear. Upon the expiration or other termination of the Term, Licensee shall immediately remove or cause to be removed any Sub-Licensee/Invitee, together with any belongings owned by either Licensee or any Sub-Licensee/Invitee, from the Licensed Area. Licensee's obligation to observe or perform the covenants required by this Section 7 shall survive the expiration or sooner termination hereof.

8. Waiver.

8.1 In further consideration for the grant of this License, Licensee stipulates and agrees that Licensee shall have no claim or cause of action with respect to either the Permitted Use or the Licensed Area, and Licensor shall in no event be liable for any loss or damages suffered or incurred by Licensee, any Sub-Licensees/Invitees, or others using the Licensed Area under this License unless due to the gross negligence of the licensor.

8.2 Licensee also waives any claim or cause of action it may have against Licensor with respect to the Licensed Area for any right to use or occupy the Licensed Area beyond the date of expiration or termination as provided herein or for any inability to use the Licensed Area or interference with full use of or access to the Licensed Area (i) resulting from any cause beyond Licensor's control, except that which results from Licensor's intentional misconduct or (ii) any claim against Licensor by any governmental agency in connection with any eminent domain proceeding involving the Licensed Area.

9. Insurance.

9.1 Licensee shall bear sole responsibility for any and all damages to the Licensed Area caused by its use or by the use of any Sub-Licensees/Invitees or others given access to or use of the Licensed Area hereunder by Licensee. Licensee shall, at its sole expense, maintain a policy or policies of Commercial General Liability insurance that include coverage for bodily injury, property damage, personal injury, products liability and completed operations, contractual liability, and broad form property damage, with premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company reasonably approved by Licensor, such insurance to afford minimum protection of not less than Five Hundred Thirty-three thousand and Three Hundred Dollars (\$533,000) each occurrence, combined single limit coverage for bodily injury, property damage, personal injury, or a combination thereof, together with a than Five Hundred Thirty-three thousand and Three Hundred Dollars (\$533,000) aggregate limit for bodily injury and property damage for products and completed operations.

Licensee shall also carry Workers' Compensation coverage in accordance with statutory requirements, Employer's Liability coverage with minimum limits of Five Hundred Thousand dollars (\$500,000), and Automobile Liability insurance coverage for owned, hired, and non-owned vehicles with minimum limits of than Five Hundred Thirty-three thousand and Three Hundred Dollars (\$533,000).

If Licensee or any Sub-Licensee/Invitee will engage in the sale or distribution of alcoholic beverages on the Licensed Area, Licensee or such Sub-Licensee shall also obtain an insurance policy relating to the retail sale of alcohol, commonly referred to as "Liquor Liability Insurance," in an amount not less than Five Hundred Thirty-three thousand and Three Hundred Dollars (\$533,300.00) per occurrence, per location, to afford protection against all claims, demands, or actions for injury to or death of any person(s)

and for damage to property made by, or on behalf of, any person(s), firm, or corporation, arising from, related to, or in connection with the purchase, sale, distribution, or consumption of alcoholic beverages in any manner relating directly or indirectly to Licensee or such Sub-Licensee or the Licensed Area.

9.2 Subject to the limitations of the Oregon Constitution and Laws of the State of Oregon, the policies listed in Section 9.1 (with the exception of Workers' Compensation and Employer's Liability) above shall, without liability on the part of the Licensor for premiums, include Licensor, its employees, agents, and officers as additional insureds. Such insurance shall be placed with reputable insurance companies licensed or authorized to do business in the State of Oregon with a minimum AM Best's rating of A-VII. Licensee shall provide to Licensor upon execution of this Agreement a certificate of insurance evidencing the coverage outlined in Section 9 herein, attached hereto as Exhibit "B."

9.3 The City, at its sole discretion, may substitute self-insurance for any or all of the above coverage.

10. Release and Indemnity. Licensee fully acknowledges the possible risks inherent in the use of the Licensed Area and, subject to the limitations of to the Oregon Constitution and Laws of the State of Oregon, Licensee waives, discharges, and releases any and all claims and causes of action it may have against Licensor, and against Licensor's agents, employees, officers, directors, shareholders, property and asset managers, representatives, consultants, lessees, contractors, subcontractors, and assigns for injury to any person (including death), or liability for, damage to, or loss of property sustained by Licensee or others allowed to use or access the Licensed Area by Licensee under this License, or by any other person, resulting from any accident in or about the Licensed Area or resulting directly or indirectly from any act or neglect omission of any occupant or person upon the Licensed Area, or the negligence of Licensor or Licensor's agents or employees. If any damage results from any act or omission of Licensee, Licensor may, at its option, repair or cause the repair of such damage, and Licensee shall thereupon pay to Licensor the total cost of such repair.

All personal property belonging to Licensee or its Sub-Licensees/Invitees shall be located at the Licensed Area at the sole risk of Licensee and Licensor and Licensor's agents and employees shall not be liable for any damage thereto or theft or misappropriation thereof, unless due to the gross negligence of the Licensor.

Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, Licensee agrees to indemnify, protect, defend and hold harmless Licensor, its property manager and asset manager, including all employees, agents, and officers of such entities, from and against any and all loss, cost, claim, and liability, including reasonable attorneys' fees, for injuries to all persons and for damage to or loss of property occurring at, in, or about the Licensed Area, due to any act, error or omission of Licensee, its officers, employees, Sub-Licensees/Invitees, agents, or any other representatives of Licensee. The terms of this Section 10 shall survive the expiration or termination of the License.

11. Defense of Actions. In the event any action or proceeding is brought against Licensor by reason of any obligation on Licensee's part to be performed under the term of this Agreement or arising from any act or omission of Licensee or any Sub-Licensee/Invitee, or the officers, agents, employees, of either Licensee or Sub-Licensee/Invitee, with respect to the Licensed Area, Licensee, upon notice from Licensor, shall defend the same at Licensee's sole expense.

12. Assignment. This Agreement may not be assigned by Licensee without the prior written consent of Licensor, which Licensor may give and withhold at its full discretion, and any such purported assignment without such consent, including full or partial assignment or delegation to any agent or subcontractor, is void.

13. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee concerning the subject matter hereof and supersedes any prior agreements between the Parties concerning said subject matter. Further, each of the covenants, terms, provisions, and conditions of this Agreement shall inure to the benefit of and bind any successors of either Party.

14. Governing Law/Amendments. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon and may be amended or otherwise modified only by a written instrument duly executed by the Parties.

15. Access/Removal of Property. Licensor shall be entitled to access the Licensed Area at all times for any purpose reasonably related to Licensor's ownership. Licensee shall, upon the termination or expiration of this Agreement, immediately remove all of its property and the property of any Sub-Licensee, from the Licensed Area. In the event of Licensee's failure to comply with its obligations under this Section 15, Licensor may, without process of law or other demand, remove and dispose of such property without liability to Licensee.

16. Liens. Licensee shall permit no liens to be filed against the Licensed Area by any supplier, laborer, contractor, or merchant with respect to services, labor, or material contracted for or obtained by Licensee. Licensee shall hold Licensor harmless from and against all expenditures, disbursements, or costs incurred by Licensor as a result of or related to any such lien or any notice of intent to file such a lien. For purposes of this Section 16, the filing or recording of a notice of intention to file a lien shall be deemed to be the filing or recording of a lien.

17. Attorneys' Fees. In the event either Party hereto breaches this Agreement, the breaching Party shall indemnify and hold harmless the non-breaching Party from any attorneys' fees or other costs disbursed or incurred in connection with such breach.

18. Severability. If any provision in this Agreement is held invalid by a court of law, in whole or in part, this will not affect the validity of any other term of this Agreement. The Parties further agree that in the event such provision is an essential part of this Agreement, they will immediately begin negotiations for a suitable replacement provision.

19. Subordination. The provisions of this Agreement shall be subordinate in all respects to the lien of any deed of trust, mortgage, collateral security interest, or lease now or at any time hereafter in force against the Licensed Area, and to all advances made pursuant thereto.

20. Notices. All notices required hereunder shall be in writing and shall be deemed received upon personal delivery or facsimile transmission or three (3) days following mail by United States certified mail, return receipt requested, with postage prepaid, to the addresses specified below or to such other addresses as either Party may designate by written notice.

To Licensor: Con-way Properties, Inc.
1717 NW 21st Ave.
Portland, OR 97209
Attn: Linda Zasky

To Licensee: City of Portland
1120 SW 5th Ave., Ste. 800
Portland, OR 97204
Attn: Janis McDonald

21. Recording. Neither this Agreement nor any notice or memorandum hereof shall be recorded by Licensee or any entity claiming under or through Licensee in any public real estate record. In the event that this Agreement is recorded, the License granted hereunder shall automatically terminate and shall be null and void as of the date and time of such recording, and Licensee's rights hereunder shall thereupon cease and revert to Licensor.

22. Independent Contractors. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the Parties, who shall at all times be independent contractors. Except as expressly provided for herein, neither Party shall be, or hold itself out to be, the agent of the other Party, and under no circumstance shall either Party have the authority to bind or commit the other Party. Neither Party shall be empowered to accept legal process on behalf of the other party.

23. Use of Con-way Name. Licensee may use Con-way's name or refer to Con-way only with the prior written consent of Con-way for each such use.

24. Survival. The provisions of this Agreement regarding Indemnity and Survival will survive the expiration or termination of this Agreement for any reason.

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when executed and delivered shall together constitute one and the same instrument.

Executed on the dates set forth below by the undersigned authorized representatives of the Parties.

Con-way Properties, Inc.

City of Portland

By:

By:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



APPROVED AS TO FORM

Linda Menzies
CITY ATTORNEY

EXHIBIT A

Plan of Licensed Area

1840 95

EXHIBIT B

Licensee Certificate of Insurance

CERTIFICATE OF INSURANCE**ISSUED BY:**

City of Portland
Office of Management and Finance
Risk Management
1120 SW Fifth, Room 709
Portland, OR 97204-1912

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE CITY OF PORTLAND SELF- INSURANCE LIABILITY PROGRAM.

**COVERAGE AFFORDED BY
CITY OF PORTLAND**

INSURED:

City of Portland
1120 SW Fifth Avenue
Portland, OR 97204-1912

THE CITY OF PORTLAND, INCLUDING ALL ITS BUREAUS, IS SELF- INSURED FOR TORT LIABILITY AND WORKERS COMPENSATION CLAIMS. ALL CLAIMS MUST BE FILED WITH THE CITY OF PORTLAND DIVISION OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

COVERAGE

THIS IS TO CERTIFY THAT THE CITY OF PORTLAND IS SELF- INSURED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF THE PROGRAM AND OREGON LAW.

	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> General liability <input checked="" type="checkbox"/> Occurrence	Self-Insured	Continuous	Continuous	\$533,000
AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos	Self-Insured	Continuous	Continuous	\$533,000
WORKERS COMPENSATION & EMPLOYER LIABILITY	Self-Insured	Continuous	Continuous	Statutory
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/SPECIAL ITEMS: Self-Insurance coverage for tort liability claims against the City of Portland is governed by ORS §30.260 to §30.300, City Charter Article 1 §1-106, and City Code Chapter 3 §3.15.80. The Certificate Holder is protected only to the extent of the City of Portland.

CERTIFICATE HOLDER:

Con-way Properties, Inc.
1717 NW 21st Ave
Portland, OR 97209

For the City of Portland Bureau of Transportation's Sunday Parkways Event

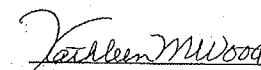
September 26, 2010

CERTIFICATE NUMBER: 10426

CANCELLATION

Should the Self-Insurance Liability Program be cancelled, the City of Portland will endeavor to mail within 45 days written notice to the certificate holder named to the left, but failure to mail such notice shall not impose any obligation or liability upon the City of Portland, its officials, employees, agents or representatives.

AUTHORIZED REPRESENTATIVE:


Kathleen M. Wood
Risk Manager

August 27, 2010
Date Issued