

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this _____ day of _____, 1970, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "City", and ACME TRADING AND SUPPLY CO., an Oregon corporation, hereinafter referred to as "Acme",

W I T N E S S E T H:

WHEREAS City has received a proposal from Acme for leasing of an area under the N. W. Kittridge Avenue Overpass, between the Northern Pacific Railroad tracks and N. W. Front Avenue, in Portland, and

WHEREAS Acme proposes to use said space for storage of nonflammable goods, 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 this Lease, and the use of such space by Acme for storage of nonflammable goods will not interfere with public utility use of any street area, and

WHEREAS the City Council is of the opinion that leasing of said space to Acme for storage of nonflammable goods will give the best return to City for use of such space and will enable said property to be returned to the tax rolls, now, therefore,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. City hereby leases to Acme that space described as that portion of the street area of N.W. Kittridge Avenue under the Kittridge Avenue Overpass described as the southerly 146 feet of the northerly 395 feet of N.W. Kittridge Avenue, except that area occupied by gas and water lines, a usable area of approximately 8,000 feet as shown by the diagram Marked Exhibit 1 attached hereto and by reference made a part hereof, for use as a storage facility, under the terms and conditions as hereinafter set forth.

2. City hereby grants to Acme the right to construct driveways, surface the area, fence said area, and make other improvements, subject to the approval of the City and at the sole expense of Acme as is necessary to make this space suitable for use as a storage facility.

3. Rental shall be FIFTY DOLLARS (\$50.00) per month, payable semi-annually for the term of this Lease, plus the taxes and assessments. Taxes are estimated to be in the vicinity of \$125.00 per year, and Acme agrees to pay the tax when the tax notice is tendered to it.

4. This Lease and grant of right shall not exempt Acme from acquiring all licenses and permits required by any existing ordinance for the operation, construction and maintenance of the storage facility. All structural plans, as well as materials to be used and methods of installation shall be approved by the City Engineer.

5. The term of this Lease shall be from the date hereof, for a period of five (5) years from and after the _____ day of _____, 1970. When necessary, in the public interest, and upon a finding of such necessity by the City Council, City may upon one year's notice to Acme terminate this agreement as of the first day of any calendar year after the expiration of one year of this term. At the expiration of the five year term, this agreement and all the terms and provisions hereof (including the right of termination as herein provided) shall be extended an additional five years upon notice by Acme and upon approval by the Commissioner in charge of the Department of Public Works, unless the Council, upon receipt of such notice, determines that the public interest requires the agreement not be so extended. The rental valuation as set forth in paragraph 3, supra, shall be subject to renegotiation prior to any extension of the terms of this Lease.

6. In the event of termination as herein provided, Acme shall at its 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 Acme 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 removal by Acme.

7. It is understood and agreed that Acme will erect such barricades as will adequately protect the overpass columns in the area which is the subject matter of this lease, to the satisfaction of the City Engineer, and that Acme will not maintain a storage area over that area where gas and water lines exist, that the storage area will be used for nonflammable goods storage, and that in the event that it is necessary for City to have access to the sewer line located within the area that is the subject matter of this lease, Acme will remove, at its own expense, all stored materials as required by City in order for City to gain access to such sewer, water and gas lines as are in the area, and that storage of goods over the sewer line or other utility lines in the area is limited in an amount not to exceed that allowable weight as is determined and set by the City Engineer.

8. Acme shall indemnify and hold harmless the City, its officers, and employees from any and all claims for damages to persons or property arising out of the construction, maintenance and use of the space that is leased hereunder.

9. This lease and the rights granted hereunder shall not become effective until Acme shall have filed with the City Auditor, in form approved by the City Attorney, an insurance policy in the

amount of \$100,000 for public liability in case of injury to one person, \$300,000 for public liability in case of all personal injuries from any one accident, and \$100,000 for property damage, said insurance to be for the protection of any persons, including the City, sustaining personal injury or property damage due to the construction, maintenance or operation of the facility erected pursuant to this lease and the rights granted hereunder; provided that if Acme already has a policy of insurance meeting the above provisions as to amount, a certificate of insurance or certified copy of such policy may be furnished, and provided further that a rider, endorsement or other provisions are supplied making such insurance available to the City. Such insurance shall remain in full force and effect during the term of this lease. Said policy shall carry the endorsement providing that the policy may not be cancelled without 30 days' prior notice in writing to the City. Failure to maintain such insurance in force and effect shall be cause for the immediate termination of this lease and all rights granted hereunder. Coverage shall include the City, its officers, agents and employees as additional insureds.

10. Acme expressly understands that the space leased hereunder is for use for storage of nonflammable goods, unless other use is approved, in writing, by the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first hereinabove written. The City of Portland acting by its Mayor and Commissioner of Public Works, pursuant to authority of Ordinance No. _____ passed by the Council of the City of Portland on _____.

CITY OF PORTLAND

By _____
Mayor

By _____
Commissioner of Public Works

ACME TRADING AND SUPPLY CO.

By _____
_____(Title)

Approved as to Form:

City Attorney

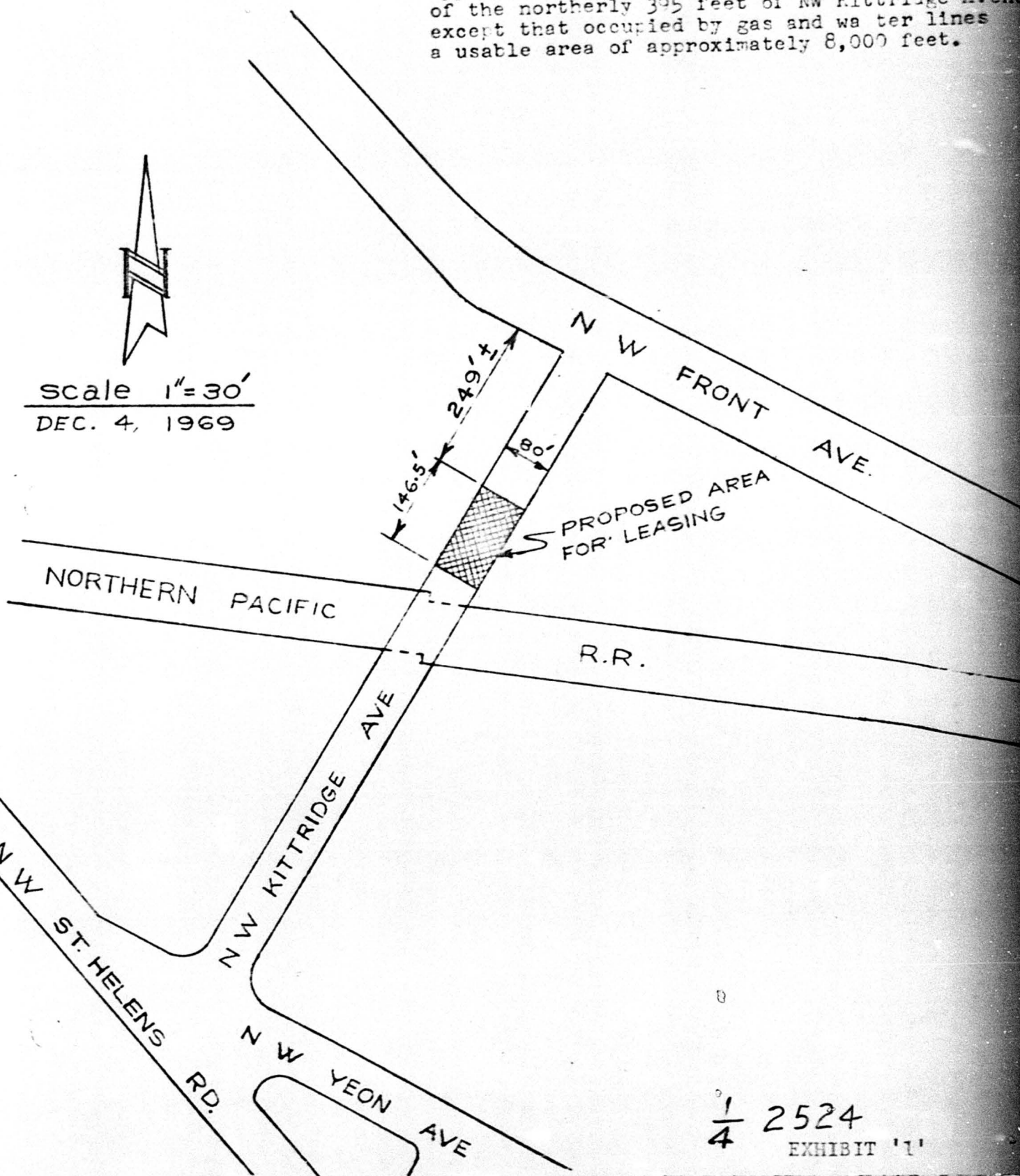
EXHIBIT '1'

Approximately the southerly 146 feet
of the northerly 395 feet of NW Kittridge Avenue
except that occupied by gas and wa ter lines
a usable area of approximately 8,000 feet.



scale 1"=30'

DEC. 4, 1969



$\frac{1}{4}$ 2524

EXHIBIT '1'

ORDINANCE No. 130766

An Ordinance authorizing execution of a lease to Acme Trading and Supply Company, an Oregon corporation, of an area under the N. W. Kittridge Avenue overpass between the Northern Pacific Railroad tracks and N. W. Front Avenue for construction of storage facilities, and declaring an emergency.

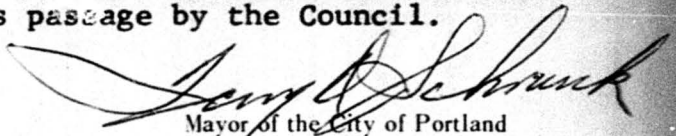
The City of Portland ordains:

Section 1. The Council finds that Acme Trading and Supply Company, an Oregon corporation, hereinafter referred to as Acme, has proposed to construct storage facilities under the N. W. Kittridge Avenue overpass, and that this space cannot be used for vehicle traffic and will not be needed for public purposes for the term of the lease, and use of said space for storage by Acme will not interfere with public utilities' use of any street areas; that Oregon Revised Statute 271.430 authorizes the City to lease such area for such purpose; that the abutting property owners are Acme and Air Reduction Sales Company of New York; that the abutting property owners have been notified of the proposed lease and have consented to the use of the area for the purpose of storage facilities; that City's real estate agent has appraised the rental value of the area at \$50.00 a month plus taxes and all assessments to the property during the term of the lease; that this appears to be a reasonable value, and it appears that the leasing of said area for storage facilities will give the best return to the City for the use of said leased premises and will enable the City to return said premises to the tax roll; that it is in the public interest to obtain income by leasing this area, and the City hereby determines that the surface area below the Kittridge Avenue overpass will not be needed for public purposes for at least five (5) years; that a lease of five (5) years with termination upon one (1) year's notice by the City, when necessary, with a right to extend for an additional five (5) years, subject to revaluation of rental prior to such extension, should be authorized; now, therefore, the Mayor and Commissioner of Public Works hereby are authorized to execute on behalf of the City a lease substantially in accordance with the form of lease attached to the original only of this ordinance, marked Exhibit "A," and by this reference made a part hereof.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: in order that construction plans for storage facilities can go forward without delay and the City may receive the benefit of income from the leased property, therefore, an emergency hereby is declared to exist, and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, APR 22 1970

Commissioner Anderson
April 9, 1970
SOT:pm


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No.

1427

ORDINANCE No. 130766

Title

An Ordinance authorizing execution of a lease to Acme Trading and Supply Company, an Oregon corporation, of an area under the N. W. Kittridge Avenue overpass between the Northern Pacific Railroad tracks and N. W. Front Avenue for construction of storage facilities, and declaring an emergency.

THE COMMISSIONERS VOTED
AS FOLLOWS:

	Yeas	Nays
Anderson	/	
McCreedy	—	
Grayson	/	
Ivancie	/	
Schrunk	/	

4

FOUR-FIFTHS CALENDAR

Anderson	
McCreedy	
Grayson	
Ivancie	
Schrunk	

INTRODUCED BY

Commissioner Anderson

DRAWN BY

SOT:pm

Date April 9, 1970

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety-

Utilities

Works

Fahner

City Attorney

MOR

NOTED BY THE CITY AUDITOR

MC BY

APPROVED

Date

By

City Engineer

Date

By

Filed APR 16 1970

RAY SMITH

Auditor of the CITY OF PORTLAND

By

Dennis Yuhart

Deputy