

LEASE

THIS LEASE AGREEMENT Made and entered into this _____ day of December, 1979 by and between the OREGON MUSEUM OF SCIENCE AND INDUSTRY, and Oregon corporation, hereinafter called the "Museum" and CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "City,"

W I T N E S S E T H:

WHEREAS, the Museum is a non-profit corporation duly chartered and organized to assist in the accumulating, preserving and disseminating knowledge of science and industry in Oregon, and has heretofore leased from the City the real property herein described for the purpose of solar energy experimentation, and

WHEREAS, it would be to the mutual advantage of both parties hereto and in the public interest to continue to lease said property to the Museum for a period commencing December 5, 1979 and terminating May 31, 1983 with a provision for termination at the option of the City upon the giving of 90 days notice;

NOW, THEREFORE, the parties hereto covenant and agree as follows:

1. The City hereby lets to the Museum for a term commencing December 5, 1979 and ending May 31, 1983 the following described real property:

A tract of land in Section 5, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon:

Said parcel being located Northeast and adjacent to the intersection of S. W. Knights Boulevard and S. W. Zoo Parking Road, substantially as shown in Exhibit B, attached hereto, and by this reference made a part of this lease agreement.

2. Museum agrees to pay as rent for said real property the sum of \$1.00 per year or any portion of one year, payable in advance on the 1st day of January of each year of this lease. In addition to such rent Museum agrees to pay promptly any and all taxes, liens and assessments which may be levied or imposed upon the above described property to the end and purpose that said leased property shall at all times be free and clear of any and all taxes, liens or assessments of whatsoever nature.

3. It is recognized that there are presently upon the leased premises certain buildings and improvements constructed by the Museum and it is hereby agreed that any future improvements upon the leased property shall be approved in writing by the Commissioner in charge of the Bureau of Parks before any such improvement or construction is commenced. Museum shall apply and pay for all utilities, including heat and janitorial services required by it. All buildings and grounds shall at all times be maintained in good repair and in a clean and orderly fashion.

4. Museum shall have the privilege of charging reasonable fees for the use of any buildings or services provided upon the leased premises consistent with the purposes of the Museum. A permanent record of such fees shall be maintained by the Museum, and the reasonableness of such fees shall be reviewable and subject to approval or disapproval by the City's Commissioner in charge of the Bureau of Parks. All such fees shall be used for proper Museum purposes.

5. The Museum Board of Trustees, acting under the Museum's Articles of Incorporation and By-Laws shall have and retain full and final authority in the management of the Museum, except as to approval of fees as provided in paragraph 4 hereof.

6. At all times during the operation of this lease, Museum shall have and keep in force public liability insurance in the amounts of \$100,000 for injury to anyone person, \$300,000 for all personal injuries resulting from one accident and \$300,000 total property damage for any one accident or a single limit policy in the amount of \$300,000 covering all such occurrences, which insurance shall name as additional insureds the City of Portland, its officers, agents and employees. A certificate evidencing such insurance shall be filed with the City Auditor and shall require notice in writing to the City Auditor 30 days prior to cancelation, termination or modification. Should the Museum fail to keep in force said public liability insurance, and if after 10 days' written notice of such breach, such insurance is not reinstated, the City may terminate this lease immediately.

7. This lease shall not be transferrable or assignable, without the written consent of the City Council of the City first obtained.

8. This lease may be terminated by the City at any time upon the giving of 90 days prior written notice to the Museum.

9. No expenditure of money, lapse of time or other act or thing shall operate as an estoppel against the City or to be held to give Museum any vested right hereunder, except as herein provided. At the termination of this lease all improvements and buildings upon said property, together with the contents thereof, shall be removed from the property within 60 days after such termination and the property restored to its original condition as near as possible.

IN WITNESS WHEREOF, Museum has caused this lease agreement to be executed by authority of its Board of Trustees, and the City has caused the same to be executed by its Mayor and Commissioner of Public Affairs, the day and year first above written, this City acting pursuant to Ordinance No. _____.

OREGON MUSEUM OF SCIENCE AND INDUSTRY

By _____
 _____ (Title)

Approved as to form:

CITY OF PORTLAND

 City Attorney

By _____
 Mayor

By _____
 Commissioner of Public Affairs

ORDINANCE No. 149060

An Ordinance authorizing a lease of certain city-owned property adjacent to the Portland Zoological Gardens to the Oregon Museum of Science and Industry for solar energy experimentation purposes from December 5, 1979 through May 31, 1983, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- (1) That the City has heretofore leased certain city-owned real property adjacent to the Portland Zoological Gardens to the Oregon Museum of Science and Industry for solar energy experimentation purposes;
- (2) That the former lease relating to these particular premises expires December 4, 1979 and the Oregon Museum of Science and Industry has requested that a new lease be entered into.
- (3) That the Bureau of Parks and the Commissioner in charge of the Bureau of Parks have recommended that a new lease be entered into covering such property for the period commencing December 5, 1979 and ending May 31, 1983;
- (4) That it would be in the public interest to lease said property to the Oregon Museum of Science and Industry at a nominal rental;

NOW, THEREFORE, the Council directs:

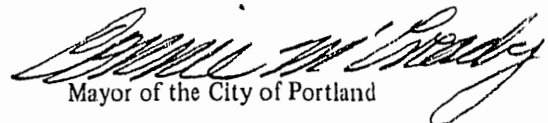
- (a) That the Mayor and Commissioner in charge of the Bureau of Parks are hereby authorized to enter into a lease on behalf of the City of Portland, leasing certain city-owned property as hereinafter described to the Oregon Museum of Science & Industry at a rental of \$1.00 per year for the term commencing December 5, 1979 and terminating May 31, 1983.
- (b) The form of such lease and the description of real property is attached hereto as Exhibit A, and by this reference made a part of this ordinance.

Section 2. The Council declares:

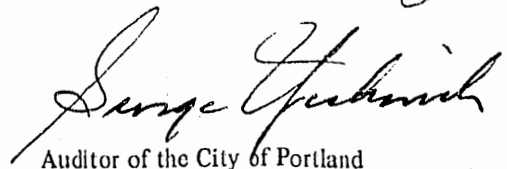
In order that the lease herein authorized to the Oregon Museum of Science and Industry may be entered into at the earliest possible date for continuance of use of the facility, therefore, an emergency exists and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JAN 30 1980**

Commissioner Schwab
December 20, 1979
RLHurtig/ma


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

322
Calendar No. 224

ORDINANCE No. 149060

Title

An Ordinance authorizing a lease of certain city-owned property adjacent to the Portland Zoological Gardens to the Oregon Museum of Science and Industry for solar energy experimentation purposes from December 5, 1979 through May 31, 1983, and declaring an emergency.

JAN 24 1980

CONTINUED TO JAN 30 1980

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
McCready	
Schwab	
Goldschmidt	

INTRODUCED BY

Commissioner Schwab

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Prepared By:

Date:

RLHurtig/ma

12/20/79

Budget Impact Review:

☐ Completed

☐ Not required

Bureau Head:

Daryl W. Bridges

NOTED BY

City Attorney

City Auditor

City Engineer

Filed JAN 17 1980

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By *Elena Cervera*
Deputy