

SIGNAL IMPROVEMENT AGREEMENT  
(NE Greeley at Adidas Entry: TB0084)

This Signal Improvement Agreement ("**Agreement**"), effective as of 12/18/20, is made by and between the City of Portland ("**City**") and adidas America, Inc., a Delaware corporation ("**adidas**").

R E C I T A L S

- A. Adidas owns the property identified on **Exhibit A** attached hereto ("**Property**").
- B. Adidas intends to install a traffic signal at the intersection of NE Greeley Avenue and Adidas's access driveway entering the Property, together with related road improvements, substantially as depicted on **Figure 1** attached hereto (the "**Signal Improvements**").
- C. Following completion of the Signal Improvements, the City will be responsible for future maintenance and repair of the Signal Improvements.

A G R E E M E N T

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Design and Construction. Adidas shall, at its sole cost and expense, fund the design and construction of the Signal Improvements.
2. Compliance with Laws. All of Adidas's work shall be constructed or completed, as applicable, in a good and workmanlike manner, in accordance with plans and specifications approved by the City, free and clear of liens, and in compliance with all applicable laws, ordinances, rules and regulations with respect to such work. Adidas will also obtain, at its sole cost and expense, all permits and approvals necessary to construct or complete the Signal Improvements.
3. Future Maintenance. Following Adidas's completion of the Signal Improvements, and the City's acceptance of such improvements (collectively, "**City's Acceptance**"), the City shall be responsible for the maintenance and repair of the Signal Improvements, including (but not limited to) maintenance, repair, and replacement of the traffic signal, pavement markings, signage, and other traffic control components of the Signal Improvements and the intersection, both inside the City's right-of-way and the Property (as depicted on **Figure 1**). Following the City's Acceptance, and receipt of a written request for payment from the City, Adidas shall promptly pay to the City a lump sum in the amount of NINETY THOUSAND AND NO/100 U.S. DOLLARS (\$90,000.00) to cover the anticipated power and maintenance costs for the Signal Improvements for the following thirty (30) years.

4. Future Cooperation. Upon written request by the City, Adidas, shall provide the City an easement sufficient to allow the City to access the portion of the Property necessary for the City's performance of the maintenance responsibilities described in **Section 3** hereof.

5. Miscellaneous.

a. Entire Agreement - No Oral Modifications. This Agreement and the exhibits hereto constitute the final and complete agreement, and supersede all prior correspondence, memoranda or agreements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified other than by a written agreement executed duly authorized representatives of both parties.

b. Successors Bound. The provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

c. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of Oregon, even if Oregon's choice of law rules would otherwise require application of the law of a different state. Any litigation between the parties arising under or regarding this Agreement shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon, Portland. By executing this Agreement, Adidas agrees to personal Jurisdiction of the Oregon courts regarding such litigation.

d. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The parties agree that any written transactions under this Agreement may be conducted by electronic means including the use of electronic signatures.

e. Non-Waiver. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

f. Exhibits. All exhibits attached hereto are hereby incorporated herein by reference and made a part hereof.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURES APPEAR ON THE FOLLOWING PAGES.]**

[SIGNAL IMPROVEMENTS AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties execute this agreement, intending to be legally bound, as of the date first set forth above.

City:

City of Portland

APPROVED AS TO FORM



By: \_\_\_\_\_

Name: \_\_\_\_\_

Sr. Deputy City Attorney

Title: \_\_\_\_\_

State of Oregon  
County of Multnomah

Final 12/18/20

[SIGNAL IMPROVEMENTS AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement, intending to be legally bound, as of the date first set forth above.

Adidas:

Adidas

By: 

Name:

ZION ARMSTRONG

Title:

PRESIDENT ADIDAS NAM

Subscribed and sworn before me on  
April 9, 2021.

Tambra K Russum  
Notary Public - Oregon

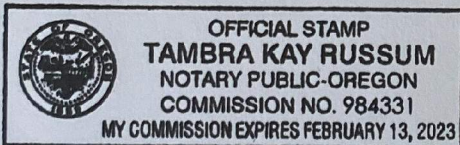


EXHIBIT A  
TO  
SIGNAL IMPROVEMENTS AGREEMENT

Description of the Property

- See the one page following this page.





Adidas North America Headquarters Campus outlined in black above.

FIGURE 1  
TO  
SIGNAL IMPROVEMENTS AGREEMENT

Traffic Signal Plan

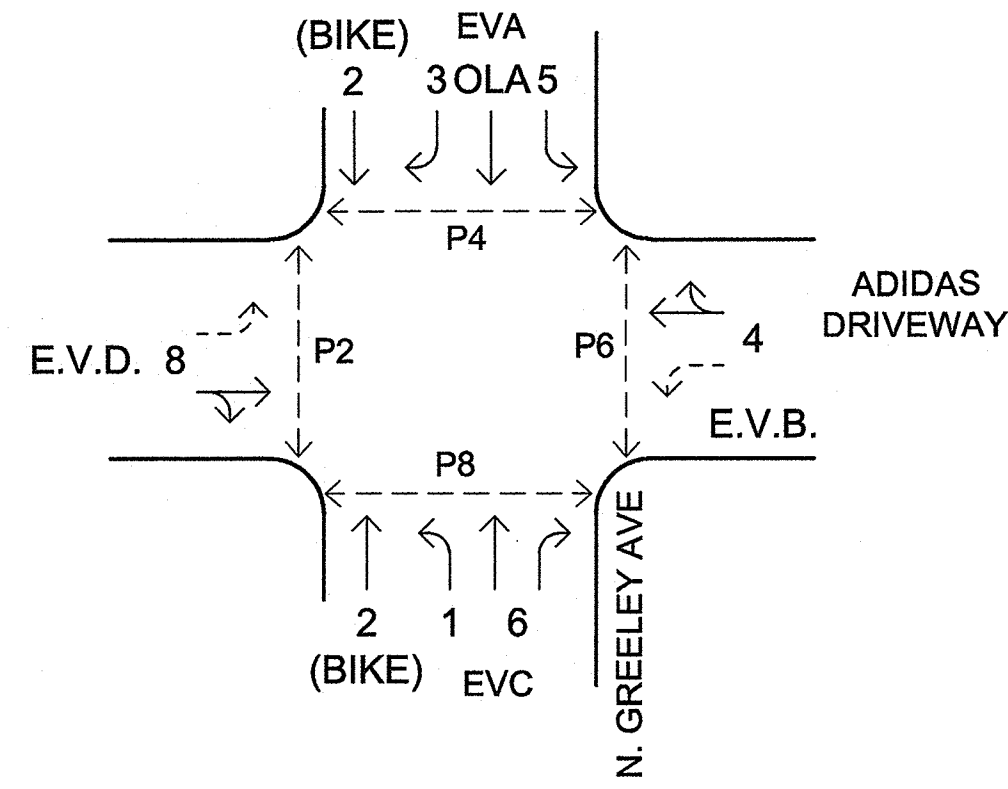
- See the three pages following this page.

[Insert Traffic Signal Plan]

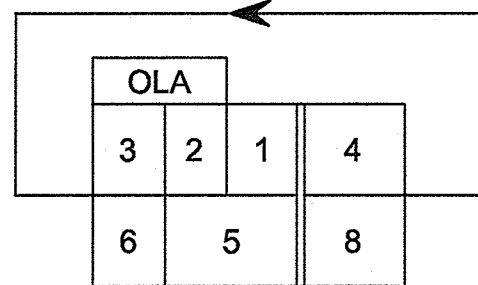


**CONSTRUCTION NOTES**

- 1 SEE DETECTION PLANS.
- 2 MOUNT PTZ CAMERA ON LUMINARE ARM PER DETAIL "A" ON SHEET TS-17.
- 3 INSTALL TANDEM PULL BOXES WITH CONCRETE APRON AND 4" WIDE CONCRETE BETWEEN BOXES.
- 4 INSTALL SIGNAL HEAD ON ADJUSTABLE BRACKET MOUNT.
- 5 INSTALL SIGN ON ADJUSTABLE BRACKET MOUNT.
- 6 COORDINATE WITH PGE FOR SERVICE CONNECTION. CONTACT PGE SERVICE COORDINATION AT 503-323-6700. WORK ORDER NO. M2849761.

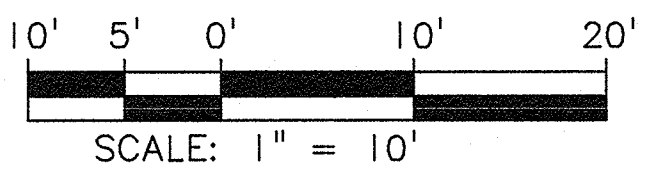
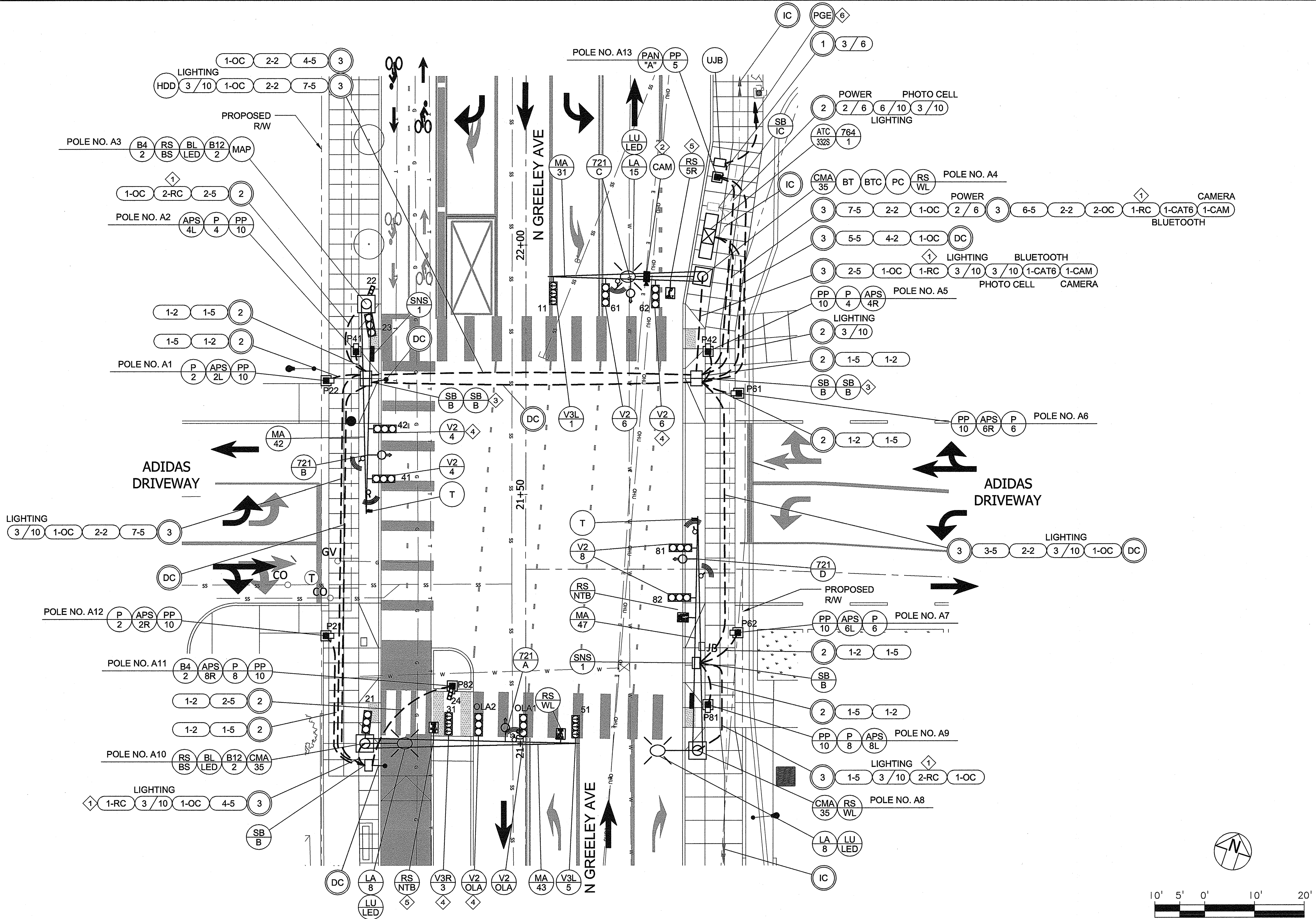


PHASE DIAGRAM



OLA = 2+3+5+6 (-1)

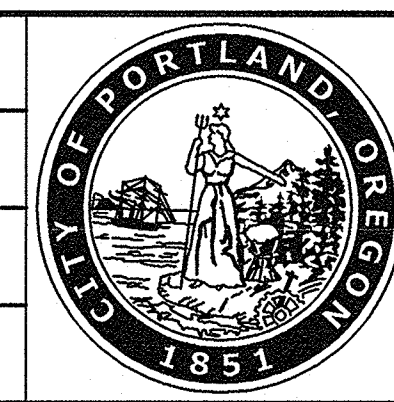
PHASE ROTATION



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NO.	DATE	DESCRIPTION	APPD.

DESIGNED BY	DATE APPROVED
CAD BY	SECTION ENGR
CHECKED BY	PBOT REVIEWER



**APPROVALS:**

*Peter N. ...* 6/22/20  
 PBOT PRINCIPAL ENGINEER REG. PROF. ENGR. 53882PE

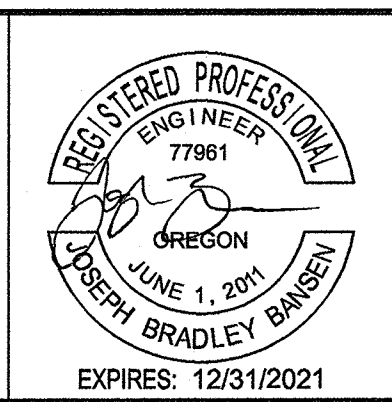
*Steve Townsen*  
 PBOT CITY ENGINEER REG. PROF. ENGR. 51538PE

**PORTLAND BUREAU OF TRANSPORTATION**

CHLOE EUDALY COMMISSIONER  
 STEVE TOWNSEN, P.E. CITY ENGINEER

**KITTELSON & ASSOCIATES**

851 SW 6TH AVENUE, SUITE 600  
 PORTLAND, OR 97204  
 P 503.228.5230 F 503.273.8169



**PUBLIC IMPROVEMENTS**  
 N GREELEY AVE - N SUMMER ST - N DELAWARE AVE  
 ADIDAS EAST VILLAGE EXPANSION  
**TRAFFIC SIGNAL PLAN**  
 N GREELEY AVENUE AT ADIDAS DRIVEWAY  
 SIGNAL NO. 1019

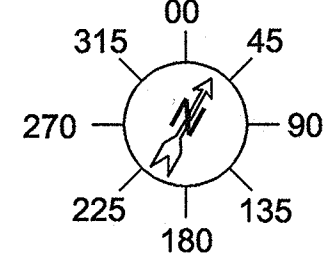
PBOT JOB NO. TBO084  
 SHEET NO. **TS-3**  
 64 of 81



**POLE ORIENTATION AND ATTACHMENT CHART**

POLE NO.	STATION & OFFSET	POLE TYPE	MAST ARM	LUM ARM	TERM. CABINET	SIGN	PED SIGNAL	PED BUTTON	PHOTOCELL	HAND HOLE	BIKE SIGNAL	SERVICE	WEATHERHEAD & EYEBOLT
B1	17+44.5, 32.7' LT	FBP	-	-	-	160	180	180	-	0	30/160	-	-
B2	EXISTING	CMA	EX	EX	EX	-	RX/RX	RX	-	EX	-	-	-
B3	17+45.2, 28.7' RT	PP	-	-	-	-	180	180	-	0	-	-	-
B4	17+14.5, 36.6' RT	PP	-	-	-	-	270	270	-	0	-	-	-
B5	16+69.6, 39.8' RT	PP	-	-	-	-	270	270	-	90	-	-	-
B6	16+87.7, 26.1' LT	DCMA	86/356	86	176	86	-	-	-	176	0	-	176
B7	16+63.8, 23.8' LT	PP	-	-	-	-	-	-	-	-	-	180	-

- NOTE:  
 1. PP = PIPE POST  
 2. CMA = COMBINATION MAST ARM AND STREET LIGHT POLE  
 3. DCMA = DUAL COMINATION MAST ARM AND STREET LIGHT POLE  
 4. FBP = SIGNAL POLE WITH FRANGIBLE BASE



**MAST ARM CLEARANCE CALCS**

**N GREELEY AVE & ADIDAS PARKING GARAGE Pole # B6 EAST**

SPAN (FT)	36.00
RISER (FT)	19.00
RADIUS (FT)	135.00
ANGLE (DEGREES)	10.00
STRAIGHT SECTION (FT)	6.00
CURVED SECTION (FT)	16.50
ANGLED STRAIGHT SECTION (FT)	13.83
ELEVATION DIFFERENCE BETWEEN BASE AND STREET (FT)	0.27
ELEVATION DIFFERENCE BETWEEN BASE AND END OF ARM (FT)	23.58

DEVICE TYPE	DEVICE # 1	DEVICE # 2	DEVICE # 3
DISTANCE TO DEVICE (FT)	3-12" SIG	3-12" SIG	3-12" SIG
FROM END OF ARM	1.00	9.00	18.00
CLEARANCE UNDER DEVICE (FT)	18.00	18.00	18.00 (AB)

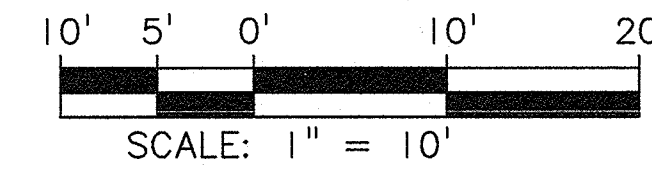
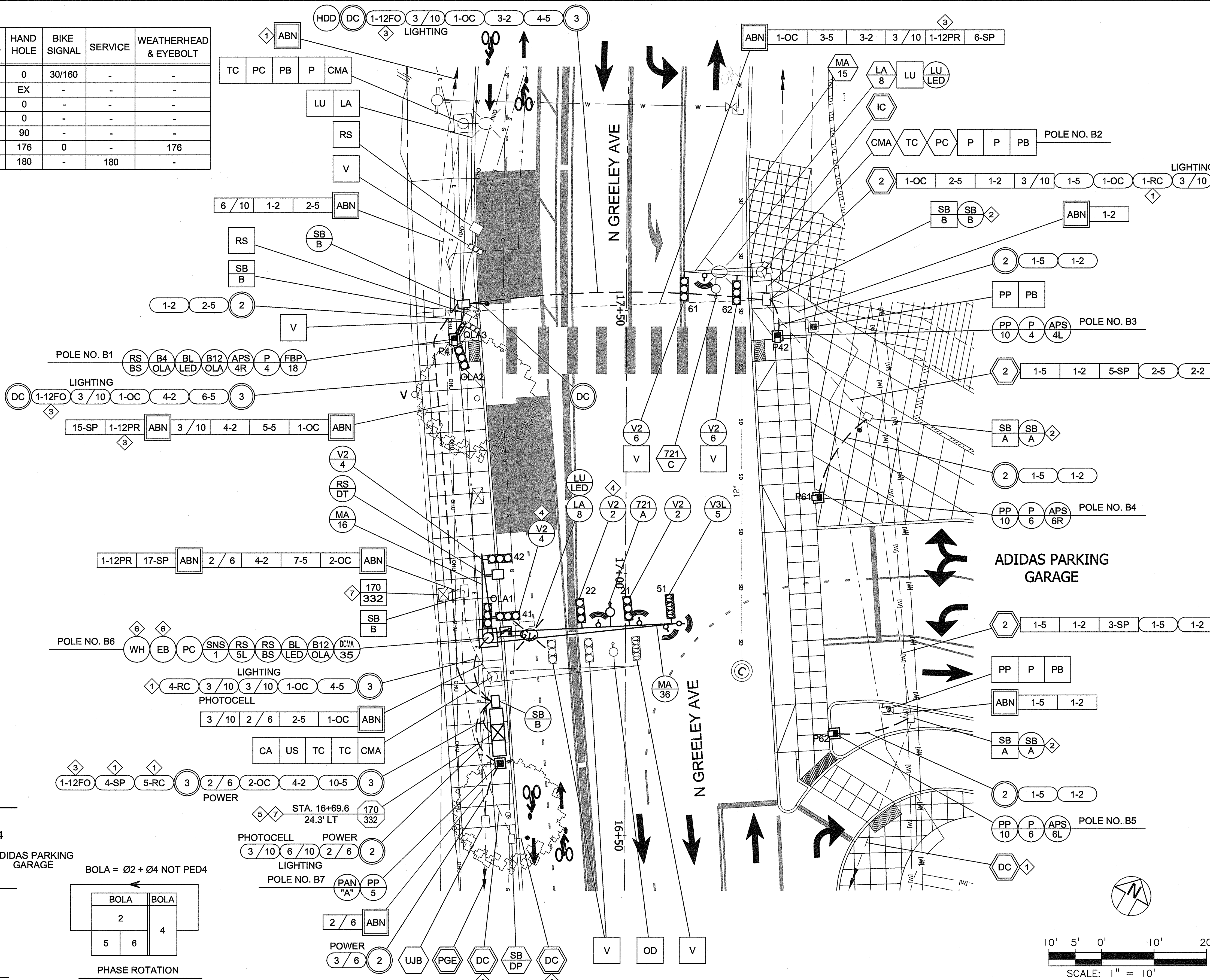
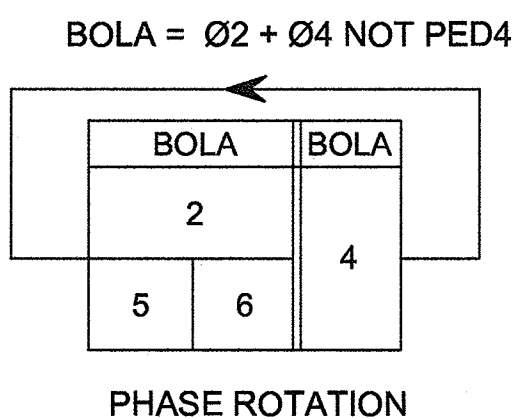
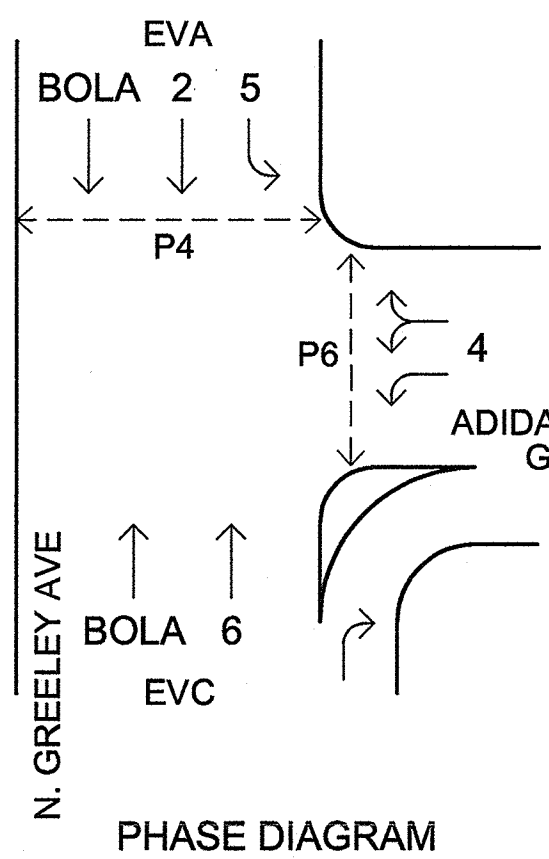
**N GREELEY AVE & ADIDAS PARKING GARAGE Pole # B6 NORTH**

SPAN (FT)	16.00
RISER (FT)	21.00
RADIUS (FT)	56.00
ANGLE (DEGREES)	13.00
STRAIGHT SECTION (FT)	1.40
CURVED SECTION (FT)	9.80
ANGLED STRAIGHT SECTION (FT)	5.06
ELEVATION DIFFERENCE BETWEEN BASE AND STREET (FT)	0.80
ELEVATION DIFFERENCE BETWEEN BASE AND END OF ARM (FT)	23.58

DEVICE TYPE	DEVICE # 1	DEVICE # 2	DEVICE # 3
DISTANCE TO DEVICE (FT)	3-12" SIG	36" SIGN	3-12" SIG
FROM END OF ARM	1.00	4.00	12.00
CLEARANCE UNDER DEVICE (FT)	18.00	18.00	18.00 (AB)

**CONSTRUCTION NOTES**

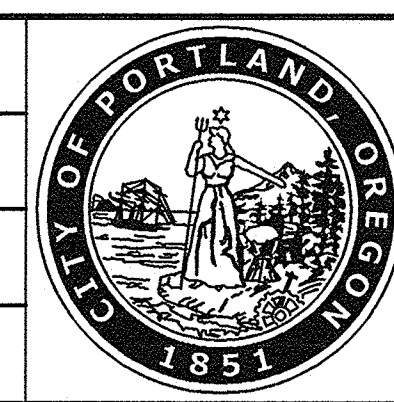
- SEE DETECTION PLANS.
- REPLACE PULL BOX IN SAME LOCATION AT NEW FINISH GRADE ELEVATION.
- SEE INTERCONNECT PLANS.
- INSTALL SIGNAL HEAD ON ADJUSTABLE BRACKET MOUNT.
- ADD NEW LOAD SWITCH TO OLA SLOT IN OUTPUT BAY.
- FOR AERIAL INTERCONNECT CONNECTION. INTERCONNECT CABLE TO BE INSTALLED BY OTHERS.
- RELOCATE EXISTING CONTROLLER CABINET TO NEW FOUNDATION IN THE LOCATION SHOWN.



NO.	DATE	DESCRIPTION	APPD.

REVISIONS

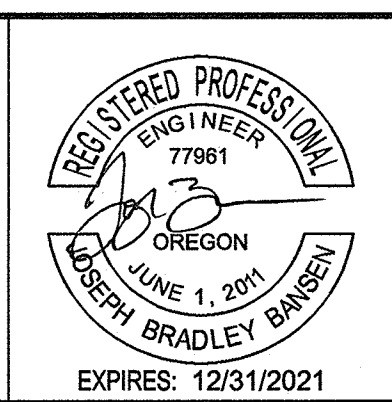
DESIGNED BY	DATE APPROVED
CAD BY	SECTION ENGR
CHECKED BY	PBOT REVIEWER



APPROVALS:  
 PERRY W. WOOD 6/2/20  
 PBOT PRINCIPAL ENGINEER REG. PROF. ENGR. 53882PE  
 Steve Townsen  
 PBOT CITY ENGINEER REG. PROF. ENGR. 51538PE

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 N GREELEY AVE - N SUMNER ST - N DELAWARE AVE  
 ADIDAS EAST VILLAGE EXPANSION  
 TRAFFIC SIGNAL MODIFICATION PLAN  
 N GREELEY AVENUE AT ADIDAS PARKING GARAGE  
 SIGNAL NO. 1101

PBOT JOB NO. TB0084  
 SHEET NO. TS-8  
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