

PERMIT OF ENTRY
MULTNOMAH COUNTY, OREGON

THIS REVOCABLE PERMIT OF ENTRY, hereafter called “Permit” is hereby granted by the City of Portland acting by and through the Portland Development Commission, the duly designated urban renewal agency hereafter called the "Commission", acting as authorized agent for the Portland Housing Bureau (“PHB”), the legal owner of the Property described in Section 1.1, to **MULTNOMAH COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "Permittee" for the temporary use of Commission-owned Property located at SWC, NW 6th & Irving, Portland 97209, also described as Lots 1, 4, 5 and 8, Block U, COUCH’S ADDITION, CITY OF PORTLAND, Multnomah County, Oregon for the purpose of Inspections as provided in Section 1.5.1 and 3.1 of the Disposition Agreement between PHB and Permittee, as further described below, subject to the following terms and conditions:

Section 1. Location, Activities and Maintenance of Property

- 1.1 Permittee is hereby permitted to enter upon and use that certain real property located at NW Sixth Avenue, NW Hoyt Street, and NW Irving Street from the PDC, comprising the vacant, easterly portion of Block U, adjacent to the newly opened Bud Clark Commons, commonly known as Block U2, and consisting of approximately 17,500 square feet of land also identified by Multnomah County Real Property Roll Description of Lots 1, 4, 5 & 8, Block U, Couch’s Addition, City of Portland; Tax Lots 2400, 2401, 2404 & 2405; and Tax ID Numbers R141465, R626272, R627121 and R627253, in the City of Portland, County of Multnomah, State of Oregon (“Property”). The Property is depicted on the attached Exhibit “A”.
- 1.2 Permittee may use the Property only for Inspections as provided in Section 1.5.1 and 3.1 of the DA, during the Permit term (as defined in Section 4.3 hereof), including such investigations, studies, surveys and tests as Permittee deems necessary or advisable for development of the Property.
- 1.3 **Permittee shall maintain and keep the Property in a clean and orderly condition at all times and shall remove litter, scrap, rock, or debris of any kind at the end of the permit period, whether this material was left by permittee or not.** Permittee shall maintain and shall repair any damage to existing improvements, including landscaping and sidewalks, resulting from its use of the Property.
- 1.4 Permittee shall, upon completion of its activities restore the Property to the same or better condition as that existing immediately prior to its entry upon the Property, or to such other condition as the Commission may reasonably require. If restoration is impossible or in lieu of restoration, at the Commissions discretion, Permittee shall compensate Commission for any physical damage to the Property in the amount the Commission may reasonably determine.

- 1.5 Permittee's use of and entry upon the Property shall be without expense of any kind (direct or indirect) whatsoever to Commission. Permittee shall be solely responsible for all maintenance and operating costs that may result from its use of the Property. Should the Commission incur costs as a result of Permittee's temporary use of the Property, Permittee shall reimburse the Commission promptly upon the presentation of billing and reasonable documentation of such expense.
- 1.6 The Commission, its agents, employees and representatives may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose.

Section 2. Insurance and Indemnification

- 2.1 Subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300, Permittee shall indemnify, hold harmless and at the Commission's request, defend the Commission and the City of Portland and each of their respective commissioners, officers, agents and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in connection with or incidental to Permittee's use of the Property, or error or omission of Permittee or anyone acting on behalf of Permittee in connection with or incidental to this permit; provided however, that nothing herein shall be construed to require indemnification of the Commission for liability attributable to the Commission's sole negligence
- 2.2 The Commission and Permittee, as further consideration for the execution of this ~~Use-Permit of Entry~~, do each hereby mutually agree and promise one another that they shall waive their respective rights to subrogate to their respective insurance carrier all claims of recovery for loss, damage, or any injury sustained by Commission and Permittee, and arising out of or incident to fire, explosion in, on or about said Property, including other perils included in the standard insurance policies with extended coverage endorsement attached as used in the state of Oregon, whether such loss, damage, or injury is due to the negligence of Commission or Permittee, their agents or employees or otherwise. Provided, however, this covenant shall be dependent upon both Commission and Permittee having the contractual right with their respective insurance carrier to waive subrogation.
- 2.3 [Intentionally Omitted.]
- 2.4 If the loss or claim is caused by the joint or concurrent negligence or fault of Permittee and the Commission, the resulting damages shall be borne by that applicable party in proportion to the degree of negligence or other fault attributable to that party.
- 2.5 Permittee shall agree to keep the Property as secure as possible from the unauthorized entry of other persons during the time of this Permit. Furthermore, the Permittee shall assume all liability related to injury, death or disease to all of Permittee's agents, employees, invitees or licensees, whether resulting from latent or patent Property defects.

- 2.6 Permittee is solely responsible for any theft, damage or destruction to any materials, equipment or any other property of Permittee, or anyone acting on behalf of Permittee in connection with or incidental to this Permit.

Section 3. Restrictions on Use and Hazardous Substances

- 3.1 Permittee shall in its use and entry upon the Property, observe all rules, regulations, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Permittee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Permittee's authorized entry upon and use of the Property. Furthermore, Permittee agrees to indemnify the Commission as provided above for any damages caused by the violation thereof of any permits or approvals that may so be required.
- 3.2 Use of explosives or highly flammable material is not permitted without prior written authorization from the Portland Development Commission. **(Insurance limits may be increased dependent upon PDC permission of this use).**
- 3.3 Permittee shall not have the right to use the electricity, gas, water, sewer and other utilities on the Property unless otherwise specified in Section 6 below.
- 3.4 Permittee shall not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any).
- 3.5 Permittee shall not cause or permit to occur the use, generation, release, manufacture, handling, processing, storage, disposal or improper use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance except as may specifically detailed in Section 6 below. Prohibited Substances are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority. Furthermore, Permittee agrees to indemnify the Commission as provided above for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

Section 4. Processing Fee and Term

- 4.1 Permittee shall pay to the Commission an initial, non-refundable permit-processing fee in the amount of one hundred dollars (\$100.00).
- 4.2 [Intentionally Omitted.]
- 4.3 The Permit will commence on November _____, 2012 or the date that all parties execute this permit. The Permit will end on June 30, 2014 unless earlier terminated or extended in writing by the Commission ("Term").
- 4.4 [Intentionally Omitted.]
- 4.5 The Permit shall be personal to Permittee, and may not transferable or assignable to any other party or entity unless otherwise approved in writing by the Commission.

Section 5. Termination, Notice and Amendments

5.1 The Permit may be terminated by the Commission upon ten (10) calendar days' written notice following Permittee's default of the Permit or the DA. Ten (10) calendar day's notice of termination is acknowledged by the parties to be reasonable, and adequate to fully mitigate any damages which might otherwise accrue due to early termination.

5.2 Notices under this agreement shall be made in writing by U.S. Mail or facsimile to:

<p>PERMITTEE <u>Brett Taute, Project Manager</u> <u>Multnomah County</u> <u>Facilities & Property Management</u> <u>401 North Dixon Street</u> <u>Portland, OR 97227</u></p> <p>Tel: <u>503-988-3284</u> Fax: <u>503-988-5082</u></p>	<p>COMMISSION John Matschiner, Manager Real Estate Section Portland Development Commission 222 NW Fifth Avenue Portland, OR 97209</p> <p>Tel: 503-823-3200 Fax: 503-823-3369</p>
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5.3 The parties agree that any Amendments to the Permit shall be made in writing and become effective upon execution by both parties.

Section 6. Special Conditions [Intentionally Omitted.]

ALL TERMS AND CONDITIONS OF THIS ENTRY PERMIT ARE HEREBY ACCEPTED:

<p>PERMITTEE <u>Multnomah County</u> <u>Facilities & Property Management</u> <u>401 North Dixon Street</u> <u>Portland, OR 97227</u></p>	<p>COMMISSION Portland Development Commission 222 NW Fifth Avenue Portland, OR 97209</p>
<p>_____ Authorized Signature Date</p>	<p>_____ Director Signature Date</p>
<p>_____ Written Name Title</p>	<p>_____ Written Name Title</p>

ATTACHMENT: Exhibit “A” Property Map and Use Limits