

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-045

Declaring a Portion of the Property Located at 1620 SE 190th Avenue, Portland, OR 97233 to be Temporarily Surplus and Approving a Permit for Use of Property to Tice Electric Company

The Multnomah County Board of Commissioners Finds:

- a. A portion of the property located at 1620 SE 190th Avenue, Portland, OR 97233, (Property) is, at this time, surplus to any County use.
- b. The attached Permit For Use Of Property has been negotiated with Tice Electric Company.
- c. It is in the best interests of the County to permit the use of the Property on the terms and conditions set forth in the attached Permit for Use of Property.

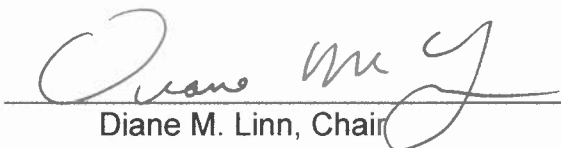
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached Permit For Use Of Property. The County Chair is authorized to execute the Permit substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the Permit and to execute amendments to the Permit without further Board action.

ADOPTED this 15th day of April, 2004.

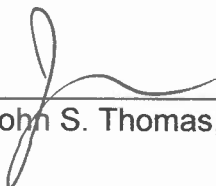


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Senior Assistant County Attorney

MULTNOMAH COUNTY PERMIT FOR USE OF PROPERTY

1. Multnomah County, Oregon (County) hereby grants to Tice Electric Company (hereafter "Permitee") the right to use the following described property (hereafter "the Property") in accordance with the terms and conditions of this permit:

50' by 100' area designated by the County at the County's Yeon Building property,
1620 SE 190th Avenue, Portland, OR 97233.

Permitee has inspected the Property and accepts the Property "AS IS." Permitee has been advised that the following conditions exist or may exist on the Property:

None.

2. The Property shall be used solely for the following purpose:

Use of Property shall be limited to installation and use of a construction trailer and parking associated with such use.

No other use of the Property shall be made without the prior written consent of the County

3. Term. The term of this Permit shall commence on execution by County and Permitee and shall continue through September 1, 2004. The term of this permit may be extended upon further agreement in writing between Permitee and County.
4. Consideration. Permitee shall pay to County the sum of \$700.00 upon the execution of this Permit.
5. Condition of Property After Termination Permitee shall return the Property to the County in the condition it was at the commencement of the Permit, normal wear and tear excepted. Permitee agrees to reimburse the County within 30 days of billing for any damage to the Property and for the any damage to or theft of fixtures or personal property on the Property, regardless of whether such damage or theft is caused by the Permitee, the Permitee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.
6. County Not Liable The County shall not be liable for any loss or damage to any property brought on to the Property under this agreement.
7. Indemnity. To the fullest extent permitted by law, Permitee shall indemnify, defend, and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from use and occupancy of the Property by Permitee or Permitee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable. If Permitee is a public entity, such indemnification shall be subject to the

conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300

8. Insurance. The Permittee shall maintain general liability insurance naming County as an additional insured for claims for bodily injury or death and property damage with combined single limits of not less than one million dollars (\$1,000,000) single occurrence limit and shall provide County with a certificate from the insurance carrier evidencing such coverage prior to exercising the permission granted herein. If Permittee is a public entity, insurance shall not be required if proof of self-insurance is provided to County.
9. Taxes. If Permittee is a taxable entity and this permit is in effect on July 1 of any tax year, Permittee will be liable for the payment of real property taxes on the Property for such tax year.

The terms, conditions and provisions of this Permit are agreed to and accepted by the parties to this Permit this ____ day of _____, 2004.

PERMITEE

BY: Patil J. Muz

TITLE: Secretary

**BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY, OREGON**

BY: Diane M. Linn
DIANE M. LINN, CHAIR

REVIEWED:

John S. Thomas
JOHN S. THOMAS
SENIOR ASSISTANT COUNTY ATTORNEY

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 04.15.04
DEBORAH L. BOGSTAD, BOARD CLERK