

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-120

Approving a Parking License Agreement for Two Parking Spaces Located at 1901 NE 42nd Avenue, Portland, Oregon from U.S. Bank for Use by Hollywood Library Patrons

The Multnomah County Board of Commissioners Finds:

- a. Two parking spaces located at 1901 NE 42nd Avenue, Portland, Oregon, (Property) have been identified as being necessary for use by Multnomah County Hollywood Library for library patron parking.
- b. The attached parking license agreement has been negotiated with the owner of the property.
- c. It is in the best interests of the County to use the Property on the terms and conditions set forth in the attached parking license agreement.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached parking license agreement. The County Chair is authorized to execute the agreement substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute amendments to the parking license agreement without further Board action.

ADOPTED this 19th day of August, 2004.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

PARKING LICENSE AGREEMENT

This Parking License Agreement (the "Agreement") is entered into this 19th day of August, 2004 between U.S. BANK NATIONAL ASSOCIATION ("U.S. Bank") and Multnomah County ("Lessees").

WHEREAS, Lessee is desirous of obtaining a license for use of 2 (two) parking spaces in the parking lot located at 1901 NE 42nd Ave., Portland, OR (the "Parking Lot") as further set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Term of Agreement. This agreement shall commence on September 1, 2004, and shall continue thereafter on a month to month basis, and may be terminated by either party at any time provided, however, that the terminating party provides the other party with at least thirty (30) days advance written notice.
2. Premises. Subject to the terms, covenants and conditions contained herein, U.S. Bank grants to Lessee the right to use, in common with others, 2 (two) parking spaces in the Parking Lot as identified on Exhibit A attached hereto (the "Premises").
3. Use of Premises. The Premises shall be used solely for the parking of automobiles for use by Lessee solely for Hollywood Library patrons and for no other purpose. Lessee shall install signage, at its sole cost and expense, acknowledging that U.S. Bank is donating the spaces for the use of Library Patrons. U.S. Bank reserves the right to approve any such signage but shall not withhold reasonable consent. Lessee shall at the time of termination remove such signage and restore the Premises to its original condition at its sole cost and expense.
4. License Payments. Lessee shall pay U.S. Bank a license fee equal to \$ 0 per stall, per month for a monthly total of \$ 0 ; U.S. Bank acknowledges receipt of other valuable consideration as license fee for this agreement.
5. Non-assignment. Lessee's interest herein shall not be assigned, transferred, or granted to any other party.
6. Default. In addition to the termination rights provided herein, U.S. Bank may immediately terminate this Agreement without notice in the event that Lessee defaults on any terms or conditions of the Agreement. In the event Lessee defaults on any terms or condition of this Agreement, U.S. Bank may physically remove any persons, personal property and/or vehicles of Lessee, its employees, customers or guests remaining on the Premises. Said removal shall be at the expense of Lessee.

7. Alterations. Lessee shall not alter, improve, or in any way change or modify the contour or appearance of the Premises. Lessee is responsible for security and clean up related to its use of the Premises. Any damage done to the Premises during any use of the Premises by Lessee or its employees shall be repaired at Lessee's sole cost and expense to its original condition or, if necessary, replaced.
8. Hazardous Substance. Lessee will indemnify and hold U.S. Bank harmless from and against any costs (including reasonable legal costs) arising in connection with the existence of Hazardous Substances (defined below) in or about the Premises (whether or not such materials or substances were Hazardous Substances at the time they were brought upon the Premises) if such Hazardous Substances were brought on the premises during Lessee's business hours, except to the extent that such Hazardous Substances are brought upon the Premises by U.S. Bank or its customers, employees, agents or invitees. For the purposes of this Agreement "Hazardous Substances" include any substance considered hazardous or toxic under any law or regulation now or hereafter brought into force by any governmental authority having jurisdiction over the Premises. This indemnity will survive the expiration or other termination of this Agreement. Lessee shall not place, generate, use or dispose of any Hazardous Substances at or upon the Premises and shall undertake reasonable precautions and actions to insure that no one using the Premises on its authority is able to place, generate, use or dispose of any Hazardous Substances at or upon the Premises.
9. Indemnity. Lessee agrees to indemnify U.S. Bank and hold U.S. Bank harmless from and against any losses, damages or claims, including attorney fees and costs incurred by U.S. Bank for any damage to the Premises arising out of the use of the Premises by Lessee, its customers, invitees, employees, contractors or agents. The terms of this Section 9 shall survive the termination of this Agreement.
10. Self Insurance. Lessee is self-insured for its liability exposures, as subject to the Oregon Tort Claims Act, ORS 30.260-30.300. A certificate of Self-Insurance will be provided upon request of Lessor.
11. U.S. Bank Not Responsible. U.S. Bank shall not be liable for any losses, damages or claims of Lessee, or its customers, invitees, employees, contractors or agents of Lessee arising out of the use of the above licenses or the use of the Premises. This Agreement shall not constitute a bailment nor shall it create the relationship of bailor and bailee. U.S. Bank shall have the right to post notices of non-responsibility on and about the Premises. Lessee shall reimburse U.S. Bank for the costs of such notices and their installation (and, when appropriate, their removal) within ten (10) days after receiving U.S. Bank's invoice).
12. Oregon Tort Claims Act. Any covenant herein by Lessee to defend, indemnify or hold harmless the Lessor shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.

13. Notices. Any notice or demand permitted or required hereunder shall be deemed given or made if it is deposited in the United States mails certified, return receipt requested, postage prepaid, addressed as follows or sent via facsimile followed by mailed notice:

If to U.S. Bank:

U.S. Bank National Association
c/o USB Corporate Real Estate
Mailstation: PD-OR-3200
P.O. Box 8837
Portland, OR 97208
Attn: Tamera Kins
Fax #: 503-408-9599

If to Lessee:

Multnomah County
Facilities & Property Management
Attn: Asset Management
401 N. Dixon Street
Portland, OR 97227-1865
PH. 503-988-3322
FAX 503-988-5082

U.S. Bank and Lessee have executed this Agreement as of the date first above written.

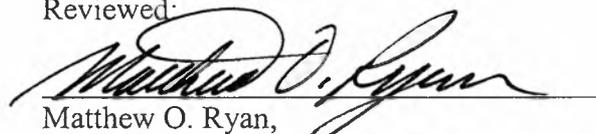
U.S. BANK NATIONAL ASSOCIATION

By: _____
Its: _____

MULTNOMAH COUNTY, OREGON

By: 
Diane M. Linn, County Chair

Reviewed:


Matthew O. Ryan,
Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-10 DATE 08.19.04
DEBORAH L. BOGSTAD, BOARD CLERK

EXHIBIT A

HOLLYWOOD DRIVE-UP

