

ORIGINAL

PERMIT (MC PERMIT # _____)

This is an agreement between Multnomah County ("County"), by and by Two Main Development LLC ("Two Main") and Hoffman Construction Company ("Contractor") collectively ("Permittees") effective as of December 11, 2007 ("Effective Date").

Recitals

A. Two Main has contracted with Contractor to build a building on Two Main's property located at 100 SW Main in the City limits of Portland, Oregon.

B. Permittees desire to use the north 75' of Block 8, Portland (Parcel 1) and that portion of Block 7, Portland lying south and east of the bridge ramp located thereon (Parcel 2) except the bridge ramp improvements and slopes located on each parcel ("Permit Property") for the purpose of staging for construction and for storage of construction material and equipment and parking of construction vehicles required to construct the. The approximate location of the Permit Property is shown on Exhibit A.

THE PARTIES AGREE AS FOLLOWS:

1. Recitals are Contractual. The above listed Recitals are contractual and are incorporated by this reference.

2. Grant of Revocable Permit. Permittees are granted authority to use the Permit Property on the terms and conditions set forth herein. Permittees accept the property AS IS. County shall not be liable for any defects in the property, known or unknown.

3. Term. The term of this Permit is as follows:

Parcel 1: From the Effective Date through February 31, 2010

Parcel 2: From the Effective Date through August 31, 2008 and thereafter month to month.

During the term, County may, on 5 work day's notice (or in the event of an emergency, on 24 hour's notice) require Permittees to vacate such portions of the Permit Property as may be necessary for the County to perform maintenance, repair, demolition or other work on County's bridge ramp improvements located on and adjacent to the Permit Property.

4. Scope of the Permit. Permittees shall use the Permit Property for the purpose of staging for construction and for storage of construction material and equipment; staging of demolition receptacles; and parking of Permittees' vehicles and for no other purpose. Use of the Permit Property by Permittees shall be subject to the following terms and conditions:

a. County personnel shall have access to the Permit Property on reasonable notice to Permittees.

b. No vehicles in excess of 40,000 pounds, gross vehicle weight, will be allowed on the Permit property without prior written approval of the County.

c. Permittees shall be solely responsible for costs associated with use of the Permit Property.

d. Permittees shall comply with all applicable federal, state and local laws and regulations.

e. Permittees shall obtain all necessary permits or approvals as may be necessary for the use of the Permit Property. Permittees 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.

f. Permittees shall not allow any lien of any kind, type or description to be placed or imposed upon the Permit Property.

g. Permittees shall be responsible, at Permittees' cost, for providing screening between Parcel 1 and the adjacent Veritable Quandary restaurant acceptable to the owner of the Veritable Quandary during the term of the Permit as it relates to Parcel 1.

5. Maintenance; Restoration of County's Property on Termination. Permittees shall be solely responsible, at their cost, for the maintenance and repair of the Permit Property as may be reasonably necessary to maintain the same in a safe and suitable condition for the purposes set forth herein. At the expiration of this Permit, all improvements and alterations to the Permit Property constructed by Permittees shall be removed at Permittees' sole expense and the Permittees shall restore the Permit Property to the condition it was in prior to the Effective Date.

6. Damage to County's Property. Any damage to County's property resulting from the use of the Permit Property shall be immediately reported to County in writing and repaired by Permittees at Permittees' sole expense and County's sole satisfaction.

7. Indemnity and Insurance. Permittees agree to indemnify, defend and hold County harmless from and against all liability, damage loss, and costs of any nature whatsoever, including attorney fees, arising from or relating to the use of the Permit Property by Permittees and Permittees' agents, employees, independent contractors, licensees and invitees and any other person whether or not such use is permissive. Permittees shall provide at their own expense and keep in force during the Term of the Permit, naming County insured, a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "per occurrence basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting County and Permittees against liability occasioned by any covered occurrence on or about the Permit Property. Such policy shall be written by an insurance company acceptable to County in County's sole discretion and licensed to do business in the State of Oregon and shall provide coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Permittees and thereafter, Permittees agree to deliver to County a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to County. Any damage to County's Property or the Permit Property resulting from the use of the License Property shall be promptly reported to County and repaired by Permittees at Permittees' sole expense.

8. Hazardous Materials.

a. No hazardous materials shall be stored or used on the Permit Property except those typically stored or used in the operation of the activities allowed under this Permit, provided however that such storage or use shall comply with all applicable federal, state and local laws thereto. materials shall be except in compliance with all federal, state and local laws applicable thereto. Upon the expiration or termination of this Permit, Permittees shall remove immediately all such materials from the Permitted Property. As used herein, the term "**hazardous materials**" means any hazardous or toxic substance, material or waste which is now or

hereafter the subject of Governmental Regulations, including without limitation any material or substance which is (A) defined as a "hazardous waste," under Oregon Revised Statutes ("ORS") 465.003 and ORS 466.005, (B) defined as a "toxic substance" under ORS 465.003, (C) defined as a "hazardous substance," under ORS 465.200, (D) defined as a "PCB" under ORS 466.505, (E) defined as a "hazardous material" under ORS 465.605, (F) designated as a "hazardous substance," "hazardous waste" or "hazardous material" by the Environmental Quality Commission, (G) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act 33 U.S.C. § 1251 et. seq., (33 U.S.C. § 1321) or as listed pursuant to § 307 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), (H) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 9601), (I) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., or (J) identified as a "chemical of interest" by the Federal Department of Homeland Security.

9. Taxes Permittees shall be responsible for all ad valorem taxes assessed against the Permit Property during the term of this Permit. If Permittees are in possession and control of the Parcel 1 or Parcel 2 pursuant to this Permit on July 1 of any year during which this Permit is in effect such parcel shall be taxable for ad valorem tax purposes for tax year beginning January 1 of such year and Permittees shall be pay the full year of taxes regardless of whether Permittees are in possession and control of the such parcel for the full tax year.

10. Miscellaneous. All exhibits referenced in this Permit are incorporated herein. Any amendment or alteration to this Permit shall only be in writing and shall be signed by each party to the Permit. This Permit shall be governed by and construed in accordance with the laws of the State of Oregon. In the event of litigation, exclusive venue shall lie in Multnomah County, Oregon. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. No Recordation. This Permit shall not be recorded.

12. Notice. Notices under this Permit shall be deemed to be properly served if delivered in writing via facsimile or by certified mail with return receipt requested to the following addresses or such other places as the parties reasonably designate:

To COUNTY: Multnomah County Department of Community Services
Land Use and Transportation Program
Right-of-Way Permit Section – Alan Young
1600 SE 190th Avenue
Portland, Oregon 97233-5910
503.988.3389 Facsimile

To PERMITTEES: Two Main Development LLC
c/o Shorenstein Realty Services, LP
555 California Street, 49th Floor
San Francisco, CA 94104
Attn: Corporate Secretary

415-772-7148 Facsimile

With a copy to: Todd Sklar
c/o Shorenstein Realty Service, LP
555 California Street, 49th Floor
San Francisco, CA 94104

and: Hoffman Construction Company
805 SW Broadway
Portland, OR

13. Project Managers. On-site project manager for Permittees is Stephanie Coyle who can be contacted by phone at 503.221.8880. County contact representative is Tony Lester, Multnomah County Bridge Shop Maintenance Supervisor, (503) 988-3757 ext 224, or cell (503) 539-3809.

14. Consideration. The consideration for this Permit is the granting of a tunnel easement to Multnomah County on Two Main's property by Two Main.

IN WITNESS WHEREOF, the parties have caused this Permit to be executed in duplicate on the dates shown below.

Permittee, TWO MAIN DEVELOPMENT LLC

Name/Title _____

Date: _____

Permittee, HOFFMAN CONSTRUCTION

Name/Title _____

Date: _____

County, MULTNOMAH COUNTY

Ted Wheeler
Ted Wheeler, Chair

Date: _____

Reviewed

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: [Signature]
John S. Thomas

415-772-7148 Facsimile

With a copy to: Todd Sklar
c/o Shorenstein Realty Service, LP
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San Francisco, CA 94104

and: Hoffman Construction Company
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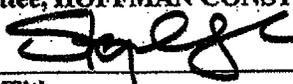
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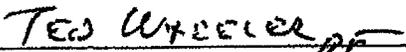
Permittee, HOFFMAN CONSTRUCTION



Name/Title
Stephanie Coyle / Proj. Mgr.

Date: 12/21/07

County, MULTNOMAH COUNTY

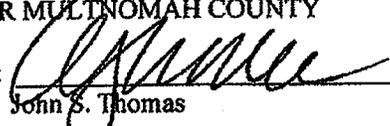


Ted Wheeler, Chair

Date: _____

Reviewed

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FOR MULTNOMAH COUNTY

By: 

John S. Thomas

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Permittee, ~~TWO MAIN DEVELOPMENT LLC~~

Name/Title Todd Sklar
vice president

Date: 20 Dec 07

Permittee, HOFFMAN CONSTRUCTION

Name/Title _____

Date: _____

County, MULTNOMAH COUNTY

Ted Wheeler, Chair

Date: _____

Reviewed

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: _____
John S. Thomas

