

REVOCABLE USE LICENSE BETWEEN
CLACKAMAS COUNTY DEVELOPMENT AGENCY
AND
CLACKAMAS COUNTY

This REVOCABLE USE LICENSE (this “License”) is made and entered into on _____, 2020 (the “Commencement Date”), by and between the Development Agency of Clackamas County, the urban renewal agency of Clackamas County, a corporate body politic (“Owner”), and Clackamas County, a political subdivision of the State of Oregon, acting through the Clackamas County Department of Emergency Management (“Licensee”).

RECITALS

A. Owner desires to allow Licensee to use and occupy the land depicted on Exhibit A attached hereto (the “Premises”), together with any and all fixtures, rights, privileges, easements, and appurtenances that may now or exist in the future (collectively, the “Improvements”).

B. Owner owns the Premises and Licensee owns certain Improvements that are intended to be placed upon the Premises, more specifically described on Exhibit B, attached hereto.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this License agree as follows:

Article 1

Premises

Owner hereby allows Licensee the temporary right to use and occupy the Premises, which includes permission to site the Improvements, consistent with the provisions contained in this License.

Article 2

License Term

2.1 License Term. There is no fixed term that applies to this License. Licensee may use and occupy the Premises for so long as this License is in effect. The Parties acknowledge that Licensee expects to use the Premises for a period of up to three months.

2.2 Fully Revocable. Notwithstanding anything in this License to the contrary, Owner may terminate this License for any reason in its sole and absolute discretion. Owner will attempt to provide Licensee at least 48 hours' notice prior to terminating Licensee's privileged to use and occupy the Premises.

Article 3

Rent

3.1 Payment of Rent. Licensee shall pay Owner no rent.

3.2 Taxes, Charges and Fees. Licensee will be responsible for paying all costs and expenses relating to the Premises and the Improvements, including any real and personal property taxes, fees, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises and the Improvements. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this License, Licensee is required to pay, all sums, impositions, costs, and other payments that Licensee assumes or agrees to pay in any provision of this License. If Licensee fails to make a payment, Owner will have (in addition to all other rights and remedies) all the rights and remedies provided for in this License or by law.

Article 4

USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

4.1 Permitted Use. Licensee may use and occupy the Premises and the Improvements during the Term and shall use the Premises and the Improvements in compliance with all applicable Legal Requirements (as defined in section 4.2 below).

4.2 Compliance with Legal Requirements. Licensee shall observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises, or the Improvements or the owners or users of the Improvements, whether or not the Legal Requirements affect the interior or exterior of the Improvements, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises or the Improvements, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term. Licensee will pay all costs of compliance with the Legal Requirements.

"Legal Requirements" means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component hereof or any activity conducted thereon, including but not

limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

“Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

4.3 Prohibited Uses. Licensee shall not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable.

4.4 No Waste. Licensee shall not cause or permit any waste, damage, disfigurement, or injury to the Premises.

Article 5

Improvements

5.1 Construction, Modification, and Demolition of Improvements. Upon obtaining Owner’s prior written approval, Licensee may, at any time and from time to time during the Term at its cost and expense, construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other Improvements of any nature (including excavation, earthmoving, paving, installation or relocation of utilities, and all other development activities) pertaining thereto as Licensee. Construction of any buildings or improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and workmanlike manner, and which shall be removed from the Premises prior to the end of this License. Utilities installed at the Premises shall not be demolished or removed without prior written approval of the Owner.

5.2 Owner Cooperation. Owner shall reasonably cooperate with Licensee in connection with Licensee’s construction of any Improvements, including but not limited to executing any applications and other instruments reasonably necessary for construction of the Improvements at

Licensee's expense, and further provided that Owner is not required to pay any application fees or incur any other costs or liabilities in connection with the Improvements.

Article 6

Taxes and Utilities

6.1 Taxes Defined. As used in this License, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Owner with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any "gross receipts" tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

6.2 Payment of Taxes. Throughout the Term, Licensee shall pay any Taxes that may be applicable as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Licensee may pay the same in installments as each installment becomes due and payable, but in any event shall do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest.

6.3 Contesting Taxes. If Licensee in good faith desires to contest the validity or the amount of any Tax, Licensee may be permitted to do so by giving to Owner written notice requesting permission to do so before commencement of such contest. If approved, Licensee may contest with respect to the Property and/or the Improvements. Owner may, at Licensee's expense (including reimbursement of attorney fees reasonably incurred by Owner), cooperate with Licensee in any such contest to the extent that Licensee may reasonably request, but Owner shall not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Licensee, and Licensee shall indemnify and save Owner harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Licensee under the provisions of this License shall belong to Licensee, except that to the extent any rebates or refunds are related to a period of time in which this License is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time shall be returned to Owner to the extent previously paid by Owner.

6.4 Evidence of Payment. Promptly after payment, Licensee shall provide Owner with evidence reasonably satisfactory to Owner that all Taxes required to be paid by Licensee have been paid.

6.5 Utilities and Services. Licensee shall pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Licensee on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date. Owner shall not be in default hereunder nor be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises.

Article 7

Insurance

7.1 Fire and Casualty Insurance. Licensee shall keep the Premises and improvements insured at Licensee's expense against fire and other risks covered by an All Risk Property Coverage policy, and other policies as appropriate. The insurance shall be maintained (without any co insurance clause) in an amount equal to the greater of the fair market value of the Premises and improvements or the amount required by any mortgagee of the Premises, or absent such requirement, in an amount sufficient to prevent Owner and Licensee from becoming co insurers under applicable provisions of the insurance policy. Said coverage may be through self-insurance, through an insurance pool established for the benefit of governmental entities or from a general insurance carrier that meets the requirements set out below.

7.2 Liability Insurance. Licensee, at its cost and expense, shall maintain general liability insurance coverage sufficient to cover liability that may be imposed due to the condition of the premises and the activities conducted thereon. Said coverage may be through self-insurance, through an insurance pool established for the benefit of governmental entities or from a general insurance carrier that meets the requirements set out below.

7.3 Additional Requirements. In the event that a policy is obtained from a commercial carrier the carrier(s) shall be a reputable insurance company acceptable to Owner, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Licensee shall provide Owner with certificates of insurance concurrently with the execution of this License and upon each renewal thereafter to establish that Licensee's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 days advance written notice to Owner; provided, however, that Owner may inspect and require full copies of all insurance policies to be provided to Owner.

Article 8

Release and Indemnification

8.1 Release. Licensee shall be in exclusive control of the Premises, and Owner shall not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Licensee owned or Licensed Improvements, or any injury or damage to the Premises or the Licensee owned Improvements or to any property, whether belonging to Licensee or to any other person, caused by any fire, breakage, leakage, defect, or condition on any part of the Premises or the Licensee owned or Licensed Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Licensee owned or Licensed Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Premises or the Licensee owned or Licensed Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Licensee owned or Licensed Improvements, including defects in construction of the Licensee owned or Licensed Improvements, latent or otherwise; and Licensee hereby releases Owner from and against any and all liabilities resulting from any such injuries and damages. Owner acknowledges that it remains responsible for liability to any third party to the extent that the liability arises from Owner's gross negligence or willful misconduct that causes damage or injury to persons or property on the Premises.

8.2 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Owner, Licensee shall indemnify, defend and hold Owner harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, except for attorney's fees, charges, and expenses (including, without limitation, environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Owner arising from or related to the activities of the Licensee conducted on the Premises during the term of this License.

Article 9

Liens

9.1 No Liens. Licensee shall not suffer or permit any construction liens to attach to or be filed against any part of the Premises or the Improvements owned by Owner by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Licensee or any person occupying or holding an interest in any part of the Premises or the Improvements owned by Licensee. If any such lien is filed against any portion of the Premises or the Improvements, Licensee shall cause the same to be discharged of record within 15 days after the date of its filing by payment, deposit, or bond.

9.2 Owner Right to Post Notices. Owner may post and keep posted at all reasonable times on the Premises and the Improvements notices of non-responsibility and any other notices that Owner desires or is required to post for the protection of Owner's interest in the Premises and the Improvements from any such lien.

9.3 No Right to Lien Owner's Interest. Nothing in this License may be deemed to be, or be construed in any way as constituting, the consent or request of Owner, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Licensee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Owner's interest in the Premises or against Owner's interest, if any, in the Improvements. Licensee shall not be an agent for Owner.

Article 10

Repairs and Maintenance

10.1 Licensee Obligation. Licensee must maintain, repair and replace the Premises and the Owner owned Improvements as and when needed so as to keep them clean and in good in good condition and repair, throughout the entire Term. Licensee's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work.

10.2 Owner Obligation. Consistent with Section 6.5 of this License, Owner is not required to furnish to Licensee, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Licensee. Owner is not required to make any alterations, re-buildings, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

10.3 Licensee Environmental Obligations. Licensee shall take all the responsibilities to environmental issues and damages on the Premises and the Improvements related to its activities.

10.4 Limited Assignment of Rights. Owner shall assign to Licensee, without recourse, any rights that Owner may have against any parties causing damage to the Licensee owned Improvements on the Premises to sue for and recover amounts expended by Licensee as a result of the damage.

Article 11

Inspection and Access

Owner may enter onto the Premises and the Improvements at reasonable times during reasonable business hours for the purposes of allowing potential buyers or tenants to perform inspections, to inspect and take measurements, samples or other activities to access any potential contamination issues and ensure compliance with the terms of this License. Nothing in this License implies any duty or obligation, however, on Owner's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable).

Owner's performance of any work will not constitute a waiver of Licensee's default in failing to perform the same.

Article 12

Damage and Destruction

If any Licensee owned Improvement(s) on the Premises are damaged or destroyed by flood, fire or other casualty, Licensee's obligations under the License will not abate and Licensee shall promptly determine whether to repair, replace, reconstruct, demolish or abandon the Improvement(s). Licensee shall promptly inform Owner of its decision and its proposed plan of action. Should the Licensee decide to abandon or demolish the damaged Licensee owned Improvement(s) Licensee shall at Licensee's expense clear the remains of the Improvement(s) from the premises unless otherwise directed by Owner.

Article 13

Assignment and Subletting

13.1 Limitations on Transfers. Except as permitted under section 13.2 and article 14 below, Licensee shall not, voluntarily or by operation of law, sell, assign, or transfer this License or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a "Transfer") without the prior written consent of Owner. Any attempted Transfer without such prior written consent will be void. Owner's consent to a Transfer will in no event release Licensee, any assignee, or any guarantor from their respective liabilities or obligations under this License or any guaranty of this License, nor relieve Licensee from the requirement of obtaining Owner's prior written consent to any further Transfer.

13.2. Assignments Prohibited. An assignment prohibited within the meaning of this section 13.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise.

Article 14

Default

14.1 Event of Default. The occurrence of any one or more of the following constitutes an event of default under this License:

- (a) Failure by Licensee to pay any amount required to be paid by Licensee to Owner under this License;
- (b) Failure by Licensee to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this License;

(c) Failure by Licensee, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this License (other than as set forth in subsections (a) and (b) above);

(d) Licensee becomes insolvent; Licensee makes an assignment for the benefit of creditors; Licensee files a voluntary petition in bankruptcy; Licensee is adjudged bankrupt or a receiver is appointed for Licensee's properties; the filing of any involuntary petition of bankruptcy and Licensee's failure to secure a dismissal of the petition within 45 days after filing; or the attachment of or the levying of execution on the License interest and Licensee's failure to secure discharge of the attachment or release of the levy of execution; or

(e) Licensee has a material breach as described in section 3.2.

Article 15

Remedies

15.1 Remedies. Upon the occurrence of an event of default, Owner may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this License:

(a) Owner may terminate this License by written notice to Licensee, which is effective immediately.

(b) Owner or Owner's agent or employee may immediately or at any time thereafter, without terminating the License, reenter the Premises and the Improvements (as provided in Section 17) either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Owner may have, hold, and enjoy the Premises and the Improvements.

(c) Owner may recover its damages, including without limitation, all costs incurred by Owner in restoring the Premises or otherwise preparing the Premises for lease or sale.

15.2 Owner's Self-Help Right. If Licensee at any time (a) fails to pay any Tax in accordance with the provisions of this License, (b) fails to make any other payment required under this License, or (c) fails to perform any other obligation on its part to be made or performed under this License, then after 10 days' written notice to Licensee (or without notice in the event of an emergency) and without waiving or releasing Licensee from any obligation of Licensee contained in this License or from any default by Licensee and without waiving Owner's right to take any action that is permissible under this License as a result of the default, Owner may, (i) pay any Tax or make any other payment required of Licensee under this License, and (ii) perform any other act on Licensee's part to be made or performed as provided in this License, and may enter the Premises and the Improvements for any such purpose, and take any action that

may be necessary. All payments so made by Owner and all costs and expenses incurred by Owner in connection with the performance of any such act will constitute additional costs payable by Licensee under this License and must be paid to Owner on demand. In no instance shall Licensee be entitled to attorney's fees relating to any default, remedy or self-help, even if it is determined that Owner did not act appropriately with respect to the same.

15.3 No Waiver. No agreement, term, covenant, or condition to be performed or complied with by Licensee, and no breach by Licensee, may be waived, altered, or modified except by a written instrument executed by Owner. No waiver of any breach will affect or alter this License, but each and every agreement, term, covenant, and condition of this License will continue in full force and effect with respect to any other then-existing or subsequent breach.

15.4 Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this License is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Owner's or Licensee's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise.

Article 16

Surrender and Holdover

16.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this License, Licensee shall deliver to Owner the Premises in good condition, free and clear of all occupancies and free and clear of all liens and encumbrances other than those, if any, existing on the date of this License or created or suffered by Owner. Licensee shall surrender the Premises and the Owner owned Improvements in good condition and repair (reasonable wear and tear excepted), free and clear of all occupancies and free and clear of all liens and encumbrances other than those, if any, existing on the date of this License or created or suffered by Owner.

16.2 Licensee's Property. Before the expiration or earlier termination of this License, Licensee shall remove all Licensee owned Improvements, furnishings, furniture, and trade fixtures that remain Licensee's property (the "Licensee's Property"). If Licensee fails to do so, at Owner's option, (a) the failure to remove Licensee's Property will be deemed an abandonment of Licensee's Property, and Owner may retain Licensee's Property and all rights of Licensee with respect to it will cease; or (b) by written notice given to Licensee, Owner may elect to hold Licensee to Licensee's obligation of removal, in which case Owner may effect the removal, transportation, and storage of Licensee's Property and Licensee shall reimburse Owner for the costs incurred in connection therewith on demand.

Article 17

Condition of Premises

Licensee acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in “as-is” condition, with all faults. Licensee further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Owner or any agent or person acting for Owner.

Article 18

Notices

18.1 Notice Parties and Means of Delivery. Any notice required or permitted by the terms of this License will be deemed given if delivered personally, sent by United States registered or certified mail, postage prepaid, return receipt requested, or sent by fax with electronic confirmation of fax receipt, and addressed as follows:

If to Owner: Clackamas County Development Agency
 150 Beavercreek Rd., Oregon City, OR 97045
 Attn: Dan Johnson

With a copy to: Clackamas County Counsel’s Office
 2051 Kaen Rd., Oregon City, OR 97045

If to Licensee: Clackamas County
 Department of Emergency Management
 2051 Kaen Rd., Oregon City, OR 97045
 Attn.: Richard Swift

With a copy to: Clackamas County Counsel’s Office
 2051 Kaen Rd., Oregon City, OR 97045

18.2 Copies of Certain Notices to Licensee. Licensee shall immediately send to Owner, in the manner prescribed in this Article, copies of all notices that Licensee gives to or receives with respect to the Premises or the Improvements from any entity that impacts the Premises, including but not limited to any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

18.3 Failure to Notify of Change of Address or Refusal to Accept a Notice.

Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this License or this Article shall not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

Article 19

Miscellaneous

19.1 Survival. All agreements (including, but not limited to, indemnification agreements) set forth in this License, the full performance of which are not required before the expiration or earlier termination of this License, will survive the expiration or earlier termination of this License and be fully enforceable thereafter.

19.2 Invalidity. If any term or provision of this License or the application of the License to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this License will be valid and be enforced to the fullest extent permitted by law.

19.3 Force Majeure. If either party's performance of an obligation under this License (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, terrorism, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this License, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind. For purposes of this agreement, the current COVID-19 pandemic is not considered to be a qualifying force majeure event.

19.4 Nonmerger. There may be no merger of this License, created by this License, with the fee estate in the Premises by reason of the fact that this License, or any interest in this License, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons having an interest in this License, join in a written instrument effecting the merger and duly record the same.

19.5 License Documents and Expenses. This License shall be prepared by Owner. Owner shall be responsible for its own costs of legal review and documentation, and Licensee shall be responsible for its own costs of legal review and documentation in the drafting and execution of this License.

19.6 Entire Agreement; Counterparts. This License contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Licensee and Owner mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this License. This License may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one License.

19.7 Applicable Law. This License will be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

19.8 Brokerage. Owner and Licensee represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this License, but have negotiated directly with each other.

19.9 Binding Effect. The covenants and agreements contained in this License are binding on and inure to the benefit of Owner, Licensee, and their respective successors.

19.10 Recordation of License. This License may not be recorded in the public records of Clackamas County, Oregon.

19.11 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this License.

19.12 Interpretation. In interpreting this License in its entirety, the printed provisions of this License and any additions written or typed thereon shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this License may be construed against either party hereto. Owner and Licensee acknowledge that they and their counsel have reviewed and revised this License and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this License or any exhibit or amendment hereto.

19.13 Headings, Captions, and References. The headings and captions contained in this License are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this License or any term or provision in it. The use of the term “Herein” refers to this License as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neutral gender in this License includes the masculine, feminine, and neutral genders and the singular form includes the plural when the context so requires.

19.14 Relationship of Parties. Nothing contained in this License is to be deemed or construed, either by the parties to this License or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Owner and Licensee.

[Signature Page Follows]

IN WITNESS WHEREOF, Licensee and Owner have caused this License to be executed by their duly authorized representatives as of the day and year first written above.

“Owner”

CLACKAMAS COUNTY
DEVELOPMENT AGENCY

/s/ _____,

By: _____

Name: _____

Title: Chair

“Licensee”

CLACKAMAS COUNTY

/s/ _____,

By: _____

Name: _____

Title: Chair

EXHIBIT A
Property Map

EXHIBIT A

Licensee owned Improvements

- _____ portable restroom facilities.
- _____ hand sanitizing stations.