EXCLUSIVE NEGOTIATING AGREEMENT

THIS EXCLUSIVE NEGOTIATING AGREEMENT (the "**Agreement**") is made and entered into as of the last date of signature indicated below (the "**Effective Date**") by and between the CITY OF HELENS, an Oregon municipal corporation acting by and through the ST. HELENS URBAN RENEWAL AGENCY (the "**City**"), and ROMANO PROPERTIES, LLC, a Washington limited liability company ("**Developer**").

RECITALS

A. The City owns a 25-acre waterfront property ("**Property**") located adjacent to downtown St. Helens that the City, as a developer, has, or is planning to, develop for the economic advantage of the City and its citizens (the "**City Development**").

B. The City desires the redevelopment of the Property to include a mix of commercial and residential uses complementing its downtown.

C. The City acquired the Property in 2015 after obtaining a Prospective Purchaser Agreement through DEQ. The Property has been cleared of all structures and the City has made and may consider continuing to make investments in preparing the Property for redevelopment and sale. The Property and all Parcels (as defined below) will be appraised by the City to establish market rate pricing for sales and leasing.

D. The City's Waterfront Framework Plan adopted in 2016 (the "**Framework Plan**") includes concepts for housing and mixed-use development on the Property. The Framework Plan clarifies the vision for redevelopment by defining the specific infrastructure and other projects that are necessary to encourage new development to occur and articulating a toolkit for public investment in those projects. In addition to the Framework Plan, the City adopted the US 30 & Columbia Blvd./St. Helens St. Corridor Master Plan (2015), the Branding and Wayfinding Master Plan (2017), and the Olde Towne Architectural Design Guidelines (2012) (collectively, the "**City Plans**").

E. Since the unanimous adoption of the Framework Plan in 2016 and the other City Plans, the City has pursued implementation of the City Plans by adopting (i) an Urban Renewal Plan and Report (2017) that contributes funding to major infrastructure and other development supports on the Property, and (ii) a comprehensive plan and zoning changes to better accommodate a mix of possible product types on the Property.

F. The City also successfully pursued grants for projects listed in the Framework Plan, including a Transportation Growth Management grant for a transportation study that will analyze the connection from U.S. 30 to the southern entrance to the Veneer Property, a Travel Oregon grant that created a Branding & Wayfinding Master Plan, and an EPA Community-Wide Assessment grant to fund environmental assessment work as needed.

G. The City also crafted a conceptual vision for the Property, including a detailed market analysis of commercial, lodging, and residential opportunities, and undertook extensive community outreach to understand and incorporate the community's vision for the downtown and the Property.

H. The City, through its in-house staff and contracted staff (contracted staff were hired as City staff on shorter term contracts for budgetary reasons but the contracted staff serves the same role and provides the same function as in-house staff but on a shorter-term basis), is devoting time and resources to develop and complete the City Plans. The City anticipates designing and constructing infrastructure to make the Property marketable and salable and to maximize its value.

I. As with any commercial development, tracts, lots, or parcels of the City Development (hereinafter "**Parcel**" and collectively, the "**Parcels**") will be retained, sold, or leased to one or more private parties ("**End Users**") after the City has designed and constructed needed infrastructure. As part of the City's regulatory processes, End Users will make improvements to the Parcels that are consistent with the City Plans ("**Parcel Improvements**").

J. In 2017, the City changed the zoning designation of the Property from Heavy Industrial to the Riverfront District's Mill Sub-District to accommodate a mix of uses.

K. In May of 2017, the City published a Request for Qualifications ("**RFQ**") to solicit qualified End Users to purchase Parcels in the City Development and for those End Users selected through the competitive RFQ process to develop their Parcels consistent with the City's Plan and vision for the City Development. The City convened an evaluation committee to review the submissions in response to the RFQ, select finalists, and hear oral presentations.

L. The RFQ in 2017 did not receive any responses from potentially qualified End Users.

M. In 2023, the City again published an RFQ to solicit qualified End Users to purchase Parcels in the City Development and for those End Users selected through the competitive RFQ process to develop their Parcels consistent with the City Plans and vision for the City Development. The City received two responses to the RFQ, one of whom withdrew from consideration prior to being interviewed. The second candidate was interviewed and awarded the project, but then later withdrew from the project.

N. In approximately _____ of 202__, Developer herein approached the City and expressed interest in evaluating the efficacy of the project. Based on its prior experience through the RFQ process, the City believes that entering into this Agreement is in the City interest, and the City shall, during the pendency of this Agreement, conduct a diligent review of Developer's qualifications and previous projects, and determine if the Developer meets the requirements to be a qualified End User for the acquisition and

potential development of one or more lots. Such lots are expected to be created within a portion of the Property comprised of approximately 14-acres (the "**Developer Parcel**"), which Developer Parcel is depicted on Exhibit A attached hereto and incorporated herein by this reference. The anticipated timeline will also enable Developer to perform due diligence, prepare a potential Development Proposal (as defined below), and work with the City to arrive at an acceptable structure for the acquisition and development of the Developer Parcel.

O. No City funds or resources have been used as of the Effective Date with respect to any particular End User or any particular Parcel or Parcels. All such funds and resources have been applied (i) to enable the City to realize the increased value of Parcels through dispositions thereof, and (ii) in equal value and application to the entire City Development and all future potential End Users. As of the Effective Date, Developer has not requested that City expend any funds and resources uniquely applicable to the Developer Parcel. If Developer requests financial assistance from the City, any such assistance that the City is willing to provide will be set forth in one or more legally binding sale or development agreements (each, a "Definitive Agreement").

P. This Agreement confirms the bases upon which the City and Developer (collectively, the "**Parties**," and each a "**Party**") shall negotiate the terms of one or more Definitive Agreement(s) and related documents for the purchase and development by Developer of one or more Parcels, including, but not limited to, Developer's preparation and refinement, based on its due diligence and City's review, of its proposal for such purchase and development (the "**Development Proposal**").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and of the agreements, promises, and covenants set forth below, the Parties hereby agree as follows:

1. Good-Faith Exclusive Negotiations. The City and Developer agree and covenant to negotiate the terms of the Definitive Agreement (s) and any intervening MOUs (as defined below) in good faith. The City acknowledges that Developer expended substantial time and expense, and will continue to expend time and expense, in preparing a more detailed proposal, conducting its due diligence, and refining the Development Proposal for the Developer Parcel. During the Term (as defined below), the City (a) agrees Developer shall have the exclusive right to conduct due diligence and to negotiate with City for the rights to develop the Developer Parcel, and (b) shall not accept, solicit, pursue, or entertain any other offers, bids, or other indications of interest with respect to the Developer Parcel for any development, sale or other transaction related thereto (the "**Exclusivity Obligations**"). Any decision to enter into a Definitive Agreement will be in the sole and absolute discretion of each of the Parties. The Parties acknowledge, agree, represent, and warrant that the Exclusivity Obligations are a substantive term of this Agreement, and that the City's good-faith performance thereof is a material inducement for Developer to enter this Agreement.

2. Term and Termination.

2.1. The term of this Agreement (as it may be extended pursuant to Section 2.2, the "**Term**") shall end on the earliest of: (a) one hundred and eighty (180) days after the Effective Date; (b) the date upon which Developer notifies City that its due diligence investigation has resulted in a conclusion by Developer that development of the Developer Parcel is not feasible for Developer to undertake; (c) the date the Parties agree in writing to a mutual termination of this Agreement; (d) the date of the full execution and delivery of the Definitive Agreement; or (e) the date any Party provides written notice of termination, if the Party receiving notice has made a material misrepresentation in the course of negotiating this Agreement, otherwise fails to act in good faith, becomes insolvent, or, in the terminating Party's reasonable estimation, is otherwise unable to perform in accordance with the Base Development Criteria (defined below).

2.2. Developer agrees to work diligently and in good faith to timely achieve the milestones provided on Exhibit D (each, a **"Milestone",** and collectively, the "**Milestones**"). Provided that Developer has met the Milestones listed on Exhibit D to be achieved by the date of notice, the time period under clause (a) of Section 2.1 may be extended for two (2) ninety (90)- day renewal periods upon mutual agreement of the Parties. Developer's ability to achieve the Milestones is conditioned on City timely responding to requests for information and participation. The City will notify Developer if the City believes Developer has not timely achieved a Milestone, and a principal of the City and a principal of Developer shall meet in a face-to-face meeting to resolve that issue. If not resolved at the meeting, then the City, by written notice to Developer, may (i) terminate this Agreement. If the City elects to terminate this Agreement, the City agrees to reimburse Developer 50% of the costs up to a maximum of $100,000 for certain any Third-Party Reports and work product (as defined in Section 7 below) that Developer paid for and provided to the City, and the City shall be entitled to retain and keep any such Third-Party Reports and work product and, in it sole and absolute discretion, to use such Third-Party Reports and work product as it so choses.

2.3. This Agreement shall automatically terminate upon the end of the Term, and neither Party shall have any further rights or obligations under this Agreement, other than under those terms and conditions that expressly survive termination of this Agreement. If the Term ends because of the execution and delivery of the Definitive Agreement under clause (d) of Section 2.1, the Definitive Agreement will supersede and replace this Agreement in its entirety and shall thereafter control the rights of the Parties with respect to the Developer Parcel.

3. Base Development Criteria. The "**Base Development Criteria**" shall consist of the general criteria outlined in Exhibit B, attached hereto and by reference incorporated herein, combined with the City's vision and expectations for the City

Development as described in the RFQ attached hereto as Exhibit C and by reference incorporated herein. The Base Development Criteria are an expression of the vision and expectations of the City with regard to the development of the Developer Parcel and shall serve as guidance at the inception and during the negotiations of the Definitive Agreement between the Parties, but they are not mandatory or binding criteria.

4. Memorandum of Understanding. Tentative agreements on the terms of the Definitive Agreement may be memorialized in one or more written Memoranda of Understanding (each, an "**MOU**", and collectively the "**MOUs**") during the Term. Any such MOUs will provide the continuing framework for final preparation of the Definitive Agreement.

5. Public/Private Financial Participation. The Parties hereby affirm that if Developer requests financial assistance from the City related to the acquisition and development of one or more Parcels, any such financial assistance the City agrees to provide will be set forth in the Definitive Agreement(s).

6. Items to be Addressed in Negotiations. The Parties anticipate that a number of issues will require further negotiation prior to the execution and delivery of the Definitive Agreement, which shall be memorialized in the MOUs, including, but not limited to, the following:

(a) The structure, amount and timing of respective public assistance, if any, and private financial participation;
(b) The acquisition and/or development schedule;
(c) Financial terms relevant to the acquisition or development and the Definitive Agreement;
(d) Environmental issues; and
(e) Terms of Base Development Criteria and any additional criteria.

7. Co-application/Cooperation. Developer will be solely responsible for any land use approvals, entitlements, and permits sought in connection with this Agreement, any MOU, or any Definitive Agreement (collectively, "**Land Use Applications**"), and the City, in its proprietary rather than regulatory capacity, will cooperate with Developer's pursuit of the same. If any City code or other applicable law requires the City, as owner of the Property, to be a co-applicant on the Land Use Applications as a condition of acceptance, the City agrees to join as a co-applicant. For those Land Use Applications that Developer requests or initiates, Developer shall bear responsibility for all application, permit, and other fees. The Parties shall each promptly provide to the other all information reasonably related to the City Development and the Developer Parcel which may be obtained without material expense, upon written request; provided, however, that if Developer shares copies of reports and studies relating to the Developer Parcel that Developer has paid third parties to produce ("**Third-Party Reports**") (whether or not a request for them was made by the City) and if this Agreement terminates without the execution and delivery of a Definitive Agreement, then the City agrees to reimburse Developer 50% of the costs up to a maximum of $100,000 for certain Third-Party

Reports and work product that Developer paid for and provided to the City, and the City shall be entitled to retain and keep any such Third-Party Reports and work product and, in its sole and absolute discretion, to use such Third-Party Reports and work product as it so choses.

8. Due Diligence.

8.1. Developer shall work diligently and in good faith to conduct its own due diligence and inspections of Developer Parcel, including such physical, legal, and engineering inspections, tests, and investigations, as it may deem necessary or desirable to determine the feasibility of developing the Developer Parcel and to process any and all Land Use Applications. Such studies and investigations may include, without limitation, environmental, geotechnical, traffic, market, project feasibility, and related matters. Developer agrees to indemnify, defend, and hold the City harmless from and against any claim or lien arising out of Developer's (or its agents', contractors' or consultants') entry onto the Property, including to conduct its due diligence activities under this Section 8.

8.2. The scope of work and cost for Developer-directed due diligence will be the sole responsibility of Developer.

9. Access. The City shall provide Developer access to the Developer Parcel for the sole purpose of conducting due diligence as more specifically set forth in the form of Permit of Entry attached hereto as Exhibit E (the "**Permit of Entry**"). Developer shall repair or restore any damage caused by the entry of Developer or its agents upon or under the Property and the Developer Parcel.

10. [Reserved]

11. No Assignment. Neither Party shall assign or transfer its interest in this Agreement or the Developer Parcel, except that Developer may assign its right under this Agreement to a newly-formed limited liability company established to develop the Developer Parcel, provided that Developer or the principals of Developer have direct or indirect ownership interests in and/or contractual rights to manage or control such limited liability company. Developer may designate the newly-formed limited liability company to enter into the Definitive Agreement in substitution for Developer.

12. Brokers. Each Party represents and warrants that no broker, finder, or other representative is acting on its behalf in connection with this Agreement. Each Party agrees to indemnify, defend and hold the other harmless from any claim or liability for any fee, commission or other compensation with respect to this Agreement, the Definitive Agreement or other transactions contemplated hereby, asserted by any other broker, finder or other representative claiming through the indemnifying party. This Section 12 survives termination of this Agreement.

13. Confidentiality.

13.1. The Parties acknowledge that the City is subject to the Oregon Public Records Law (the "**Act**"), which generally provides that written documents retained by the City are subject to disclosure upon the request of any third party except for specific limited exceptions provided for therein. Developer shall designate as "Confidential" any information which Developer provides to the City that Developer desires to keep confidential. If a request for disclosure of any information designated as "Confidential" by Developer is made under the Act, the City shall notify Developer in writing and Developer shall have such opportunity to object to the release of such information to the extent authorized by the Act. If the City designates any materials to be disclosed to the Developer as "Confidential", then Developer agrees as a condition of disclosure to take measures to maintain the confidential integrity at least equal to the measures taken to protect Developer's own confidential material, and further to provide notice to the City prior to planned disclosure of such confidential information to any third party not bound by this Agreement.

13.2. As used in this Agreement, "**Confidential Information**" means: all documents, analysis, work product and written or electronic communications marked as "Confidential" and not generally known to the public and made in connection with: (a) Developer's inspections and feasibility analysis of the Developer Parcel, except to the extent Third Party Reports are purchased by the City, including those purchased pursuant to Sections 2.2 and 7 of this Agreement; (b) this Agreement; (c) Developer financials and project proformas provided under the terms of this Agreement; and (d) any and all proprietary information of the City, including, without limitation, any information concerning the Property or City Development and related plans. Confidential Information includes communications made before the date this Agreement was fully executed.

13.3. Neither Party shall use any Confidential Information for any purpose except to evaluate, discuss, and further the purpose of this Agreement and the negotiation of the MOUs and Definitive Agreement. The Parties shall not disclose any Confidential Information to any third party other than its employees, managers, members, agents, representatives, advisors, consultants, contractors, affiliates, potential or actual lenders and equity investors, and attorneys (as to each Party, its "**Representatives**") as may be necessary to evaluate the Developer Parcel and negotiation of the Definitive Agreement.

13.4. The restrictions on the use of Confidential Information under this Section 13 shall not apply to the extent any such information is publicly available (without a Party having disclosed it), has been disclosed by Developer, or is required to be disclosed by law, including, but not limited to, under Oregon Public Record laws.

13.5. This Section 13 survives termination of this Agreement.

14. Governing Law. This Agreement shall be governed by the laws of the state of Oregon. This Section 14 survives termination of this Agreement.

15. Time is of the Essence. Time is of the essence in this Agreement.

16. Amendments. This Agreement may be amended only by written agreement executed by both of the Parties.

17. Notices. All notices under this Agreement must be in writing and sent by one of the following means with all applicable delivery and postage charges prepaid: (a) registered or certified U.S. mail, return receipt requested; (b) personal delivery or commercial messenger service; (c) nationally recognized overnight courier service (e.g. Federal Express); or (d) if delivered on the same Business Day by another means allowed hereunder, e-mail, with receipt of confirmation that such transmission has been received. Notices shall be addressed as follows:

To the City:	City Administrator City of St. Helens 265 Strand St. St. Helens, OR 97051 jwalsh@sthelensoregon.gov
With a copy to:	St. Helens Urban Renewal Agency 265 Strand St. St. Helens, OR 97051 jwalsh@sthelensoregon.gov

and a copy to:	David Rabbino Jordan Ramis PC 1211 SW Fifth Avenue, 27th Fl. Portland, OR 97204 david.rabbino@jordanramis.com
Developer:	Steve McFarland Associate General Counsel Romano Capital, Inc. 4660 NE 77th Ave, St. 200 Vancouver, WA 98662 steve@romanofinancial.com
With a copy to:	Greg McGreevey Vice President of Development Romano Development, Inc. 4660 NE 77th Ave, St. 200 Vancouver, WA 98662 greg@romanofinancial.com

All notices shall be deemed effective upon the earlier of actual delivery or refusal to accept delivery thereof. Any Party may from time to time change its address for purposes of this Section by notice in writing to the other Parties. Notices may be given by counsel to a Party.

18. Attorneys Fees. If a suit, action or other proceeding of any nature whatsoever (including any preceding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights hereunder, the prevailing or non-defaulting Party shall be entitled to recover its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by the law.

19. Binding Effect. During the Term and any extensions thereof, the Parties shall negotiate in good faith to complete and execute the Definitive Agreement(s) upon terms and conditions consistent with this Agreement and the MOUs. No sale agreement or other right, obligation or estate in land shall be created, except by delivery of the Definitive Agreement and all other related and necessary instruments which are: (a) duly authorized by the City; (b) duly authorized by all necessary Developer corporate action; and (c) duly executed by authorized representatives of the Parties. If this Agreement is terminated per Section 2, the Agreement shall be of no further force or effect, except those terms and conditions that expressly survive termination of this Agreement. If, during the course of negotiations, it becomes clear that the Parties will not reach an agreement, Developer shall not unreasonably withhold consent to a City-requested early termination of this Agreement.

20. Distinction from Regulatory Authority of City. Developer understands and agrees that this Agreement does not and shall not be construed to indicate or imply that the City, acting as a regulatory or permitting authority, has hereby granted or is obligated to grant any approval or permit required by law for the development of the Developer Parcel.

21. Captions. The captions included herein as section or paragraph headings are solely for ease of reading and comprehension hereof, and shall not be deemed or construed to be part of this Agreement or affect the provisions they precede.

22. Construction. In construing this Agreement, (a) singular pronouns shall be taken to mean and include the plural and the masculine pronoun shall be taken to mean and include the feminine and the neuter, as the context may require, (b) the term "including" means including without limitation, and (c) the term "shall" means mandatory and imperative.

23. Merger; Counterparts; Severability. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument. The parties may execute email copies of this Agreement or execute this Agreement using electronic signature programs such as DocuSign or Adobe, and delivery of such execution copies by email or other electronic program shall be deemed to be delivery of an original signature and shall be binding on the parties hereto. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then (i) such provision shall be enforceable to the fullest extent permitted by applicable law, and (ii) the validity and enforceability of the other provisions of this Agreement shall not be affected and all such provisions shall remain in full force and effect.

[Remainder of page intentionally left blank;
signatures follow]

ROMANO PROPERTIES, LLC, a Washington limited liability company	**CITY OF ST. HELENS**, an Oregon municipal corporation acting by and through the **ST. HELENS URBAN RENEWAL AGENCY**, an Oregon municipal corporation
By: _____	By: _____
Eric Christensen, COO	John Walsh, City Administrator
Date: _____	Date: _____

EXHIBIT A

Legal Description of Developer Parcel

EXHIBIT B

Base Development Criteria for Negotiations

- Development of at least one catalytic project and potential multiple projects consisting of a diverse mix of uses such as a hotel, housing, retail, restaurant, private clubhouse and open air public market.

- Site design to establish a pattern to improve pedestrian connectivity to St. Helens' historic downtown and the Columbia River.

- Site design to encourage public access to public amenities and parks.

- Scope and scale of architecture to complement and enhance the historic street environment while also pointing to the future, including policies and strategies that include sustainable building, design and operations.

- Design development to emphasize the river view amenity of the Property.

- For multi-family projects, housing units with a diverse mix of floorplans, sizes and styles.

- Material selections to emphasize quality, durability and compatibility with adjacent neighborhood

- Adherence to the City Plans.

- Site design to address environmental issues, including, but not limited to floodplain, contaminated soil, geotechnical issues, and grade/fill.

EXHIBIT C

CITY OF ST. HELENS SITE
REQUEST FOR QUALIFICATIONS

(attach copy)

EXHIBIT D

Milestone Dates

Milestone	Date
Updated market study and initial outline of proposed structure and timeline for absorption	60 days from Effective Date
Presentation of schematic development plan	120 days for Effective Date
Completion of Developer due diligence	150 days from the Effective Date
Final Development Plan proposed	180 days from the Effective Date
Request for financial assistance from City, if any	180 days from the Effective Date
Proposed Structure of Transaction for Definitive Agreement(s)	180 days from the Effective Date.
Negotiation and Execution of the Definitive Agreement(s)	By end of ENA term.

EXHIBIT E

Form of Permit of Entry

REVOCABLE PERMIT OF ENTRY
St. Helens / Developer – Due Diligence Activities

THIS REVOCABLE PERMIT OF ENTRY ("**Permit**") is hereby granted by the CITY OF HELENS, an Oregon municipal corporation acting by and through the ST. HELENS URBAN RENEWAL AGENCY (the "**City**"), to ROMANO PROPERTIES, LLC, a Washington limited liability company ("**Permittee**"), for the temporary use of City-owned real property commonly known as St. Helens Waterfront for the purpose of conducting pre-acquisition due diligence activities contemplated by that certain Exclusive Negotiating Agreement between Permittee and the City (the "**ENA**") subject to the following terms and conditions:

1. Location, Activities and Maintenance of Property

1.1 Permittee is hereby granted a temporary license to enter upon and use that certain real property located 1st Street and surrounding area on the Columbia Waterfront (the "**Property**") as generally shown on the property map attached hereto as Exhibit A. **[All property available for access to be described.]**

1.2 Permittee and Permittee's contractors, subcontractors, and consultants may access the Property on an intermittent basis only for the purpose of performing pre-acquisition due diligence activities and for no other purpose. If Permittee performs invasive or subsurface investigations, Permittee shall be responsible for removal of any debris and any and all repairs required to restore and maintain the structural integrity of the Property and environmental mitigation of any disturbed materials requiring mitigation solely as a result of such invasive investigations.

1.3 Permittee shall maintain and keep the Property in a clean and orderly condition at all times to the extent resulting from the activities of Permittee and Permittee's contractors, subcontractors, and consultants including removal of all Permittee caused litter, scrap, rock, or debris of any kind at the end of the Permit period. Permittee shall maintain and shall repair any damage to existing improvements, including landscaping and sidewalks, resulting from its use of the Property. The Property shall not be deemed secure and Permittee's obligations under this Permit will not be fully discharged until the Property is inspected and reasonably approved by the City.

1.4 To the extent caused by Permittee or Permittee's contractors, subcontractors, and consultants, Permittee shall, promptly 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 City may reasonably require. If restoration is impossible or in lieu of restoration, at the City's discretion,

Permittee shall compensate the City for any physical damage to the Property in the amount the City 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 the City. Permittee shall be solely responsible for all maintenance and operating costs that may result from its use of the Property by Permittee or Permittee's contractors, subcontractors, and consultants. Should the City incur costs as a result of Permittee's temporary use of the Property, Permittee shall reimburse the City promptly upon the presentation of billing and reasonable documentation of such expense.

1.6 The City, 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.

2. Insurance and Indemnification

2.1 Permittee shall obtain, maintain, and keep during the Term (as hereinafter defined) insurance, naming the City as additional insured, in amounts as follows: (a) commercial general liability insurance with a combined single limit of not less than $1,000,000 per occurrence and with at least $2,000,000 aggregate; (b) automobile liability insurance with combined single limit of not less than $1,000,000 per occurrence; (c) employers liability insurance with a limit of not less than $1,000,000; and (d) in addition to the primary limits specified in (a) and (b) above, excess liability insurance with a limit of not less than $2,000,000 for each occurrence and in the aggregate The Permittee's insurance shall be primary insurance and any insurance or self-insurance maintained by the City shall not contribute to it.

2.2 Permittee shall prior to its entry on or use of the Property provide to the City a Certificate of Insurance evidencing the insurance required in Section 2.1 of this Permit and containing an endorsement specifically naming the City and its officers, agents and employees as additional insureds. The certificate shall provide that coverage afforded and shall not be canceled or amended without prior written notice to the City.

2.3 Permittee shall indemnify, hold harmless and at the City's request, defend the City and its officers, agent 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 entry to 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 City for liability attributable to the City's sole gross negligence or willful misconduct. The indemnity set forth in this Permit shall survive the termination hereof.

2.4 Permittee shall assume all liability related to injury, death or disease to invitees, licensees, or trespassers, as a result of Permittee's direct use of the Property, whether resulting from latent or patent Property defects.

2.5 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.

3. Restrictions on Use and Hazardous Substances

3.1 In its use and entry upon the Property, Permittee shall 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 City 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 City.

3.3 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).

3.4 Permittee shall not cause or permit to occur by parties working for or at the direction of Permittee, 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. "**Hazardous 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 City as provided above for any damages caused by the violation thereof of any permits or approvals that may otherwise be required.

4. Processing Fee, Use Fee, and Term

4.1 Permittee shall not be required to pay the City any permit processing fee, use fee, or security deposit.

4.2 This Permit will commence on the date of the last signature below and will automatically terminate and be of no further force or effect at the end of the Term of the ENA, as defined in the ENA (the "**Term**").

4.3 Permittee's rights under this Permit shall be personal to Permittee and are not transferable or assignable to any other party or entity unless otherwise approved in writing in advance by the City.

ALL TERMS AND CONDITIONS OF THIS PERMIT ARE HEREBY ACCEPTED:

PERMITTEE:	**CITY:**
ROMANO PROPERTIES, LLC, a Washington limited liability company	**CITY OF ST. HELENS**, an Oregon municipal corporation acting by and through the **ST. HELENS URBAN RENEWAL AGENCY**, an Oregon municipal corporation
By: _____	By: _____
Eric Christensen, COO	John Walsh, City Administrator
Date: _____	Date: _____

ATTACHMENT: Exhibit A Property Map **-to be inserted.**