

SECOND AMENDMENT TO LICENSE/PERMIT TO ENTER PREMISES

This SECOND AMENDMENT TO LICENSE/PERMIT TO ENTER PREMISES ("Amendment") is made by **THE CITY OF ST. HELENS** ("Grantor"), an Oregon municipality, and **THE PORT OF PORTLAND** ("Grantee"), a port district of the State of Oregon.

RECITALS

A. Grantor and Grantee are parties to that certain License/Permit to Enter Premises, effective as of August 16, 2006 (Port Agreement No. 2006-166), as amended by *First Amendment to License/Permit to Enter Premises*, effective September 1, 2016 ("First Amendment") (as amended, "License"), a copy of which is attached hereto as **Exhibit A**, to allow Grantee the right to access Grantor's docks, which are located in Columbia View Park, to operate and maintain a tide gauge station.

B. Grantor and Grantee desire to amend the License to extend the License for an additional five (5) year period.

AMENDMENT

1. EFFECTIVE DATE

The effective date is _____, 2021 ("Effective Date").

2. EXTENSION OF LICENSE

Grantor grants to the Grantee and its contractors and representatives the right to access the Premises at reasonable times beginning on the Effective Date and continuing through August 31, 2026, for the limited purposes described in the License.

3. GENERAL PROVISIONS

3.1 Counterparts; Signature

This Amendment may be signed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument. This License may be signed via DocuSign™ or similar electronic signature technology. Electronic signatures, together with copies of signatures transmitted by facsimile or e-mail in .pdf or similar format, shall be deemed original signatures for all purposes and fully binding on the signatory.

3.2 Recitals

The recitals above are true and are incorporated into this Amendment.

3.3 Provisions Otherwise Unmodified

Except as expressly provided in this Amendment, all of the terms and conditions of the License remain in full force and effect. All capitalized terms used in this Amendment have the same meaning given such terms in the License unless specifically defined in this Amendment.

3.4 Warranty of Authority

The individuals signing this Amendment warrant that they have full power and authority to sign and implement this Amendment on behalf of the entity for which they are signing.

SIGNATURES

Entered as of the Effective Date.

THE CITY OF ST. HELENS

THE PORT OF PORTLAND

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Date: _____

Date: _____

**APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT:**

By: _____
Counsel for The Port of Portland

AMENDMENT TO LICENSE/PERMIT TO ENTER PREMISES

This AMENDMENT TO LICENSE/PERMIT TO ENTER PREMISES ("Amendment"), effective September 1, 2016 ("Effective Date"), is made by and between **THE CITY OF ST. HELENS** ("Grantor"), an Oregon municipality, and **THE PORT OF PORTLAND** ("Grantee"), a port district of the State of Oregon.

RECITALS

A. Grantor and Grantee are parties to that certain License/Permit to Enter Premises, effective as of August 16, 2006 (Port Agreement No. 2006-166) ("License"), a copy of which is attached hereto as **Exhibit A**, to allow Grantee the right to access Grantor's docks, which are located in Columbia View Park, to operate and maintain a tide gauge station.

B. Grantor and Grantee desire to amend the License to extend the License for an additional five (5) year period.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Amendment, the parties agree as follows.

AMENDMENT

1. RECITALS

The Recitals above are true and are incorporated into and are a part of this Amendment.

2. EXTENSION OF LICENSE

Grantor hereby grants to the Grantee and their contractors and representatives the right to access the Premises at reasonable times beginning on the Effective Date and continuing through August 31, 2021, for the limited purposes described in the License.

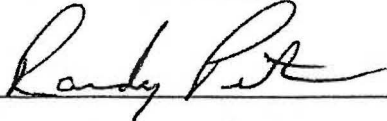
3. MISCELLANEOUS PROVISIONS

Except as expressly provided in this Amendment, all of the terms and conditions of the License shall remain in full force and effect. All capitalized terms used in this Amendment shall have the same meaning given such terms in the License unless specifically defined herein.

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IN WITNESS HEREOF, the parties have subscribed their names hereto effective as of the year and date first written above.

THE CITY OF ST. HELENS

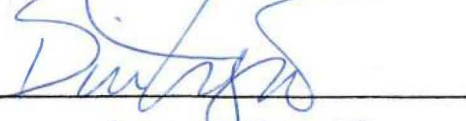
By: 

Print Name: Randy Peterson

As Its: Mayor

Date: 8-17-16

THE PORT OF PORTLAND

By: 

Print Name: BILL WYATT

As Its: EXECUTIVE DIRECTOR

Date: 8/25/16

APPROVED FOR LEGAL SUFFICIENCY
FOR THE PORT:

By: 
Counsel for The Port of Portland

EXHIBIT A

LICENSE/PERMIT TO ENTER PREMISES

An agreement among the undersigned ("Grantor"), with respect to the real property described on the attached Exhibit A ("Premises"), and the Port of Portland ("Grantee").

RECITALS

- A. Grantee desires to locate a tide gauge station on a pier which is part of the City's docks located in front of Columbia View Park.
- B. Grantor has control over the Premises and is willing to allow Grantee to attach their tide gauge station to the City's property and to operate and maintain the station.

AGREEMENT

1. GRANT OF LICENSE TO ENTER

1.1 Premises

Grantor hereby grants to the Grantee and their contractors and representatives a revocable nonexclusive license or permit to enter upon the Premises shown on the attached Exhibit A at reasonable times between August 16, 2006 and August 31, 2011 for the limited purposes described herein.

1.2 Other Lands

Grantor hereby grants to Grantee and their contractors and representatives a revocable, non exclusive license to pass over other lands controlled by Grantor for the limited purpose of ingress to and egress from the Premises, provided that Grantee may exercise this license only to the extent ingress and egress from the Premises is (i) necessary for the purposes allowed by the License and (ii) not otherwise available to Grantee.

2. PURPOSES

Grantee's right under section 1.1 is limited to those activities determined by Grantee to be necessary or convenient in connection with operating and maintaining the station. Those activities may include inspections, maintenance, operations and change of equipment.

3. PERSONAL PROPERTY

All tools, equipment, and other personal property brought onto the Premises under this License, shall remain the property of the person bringing it on, and may be removed within a reasonable time, not to exceed 60 days, after expiration of this license.

4. RESTORATION/HOLD HARMLESS

If Grantee or their contractors or representatives cause harm to the Premises, Grantee shall fully compensate Grantor for any physical damage to the Property or any lien, encumbrance, or charge on it attributable to Grantee's activities pursuant to this license. In no event may Grantee be required to pay damages totaling more than the fair market value of the fee title in the Premises as of the time of the harm. To the extent permitted by law, Grantee shall protect, defend, and hold Grantor harmless from any loss, liability, or damage to persons or property arising out of or related to Grantee's activities on the Premises.

5. TERMINATION

This license may be terminated by mutual consent by both parties; or by either party at any time, upon sixty (60) days notice in writing and delivered by certified mail.

6. RENEWAL


If there are no objections by either party, this license will automatically be renewed for five more years.

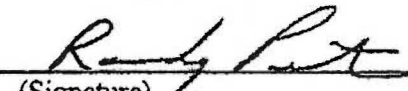
GRANTOR

THE PORT OF PORTLAND

City of St. Helens

Name: Randy Peterson

By: 

By: 
(Signature)

Date: 9/8/06

Title: Mayor

Approved as to Legal Sufficiency for the
Port of Portland

Date: 8/16/06

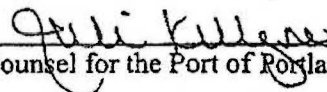
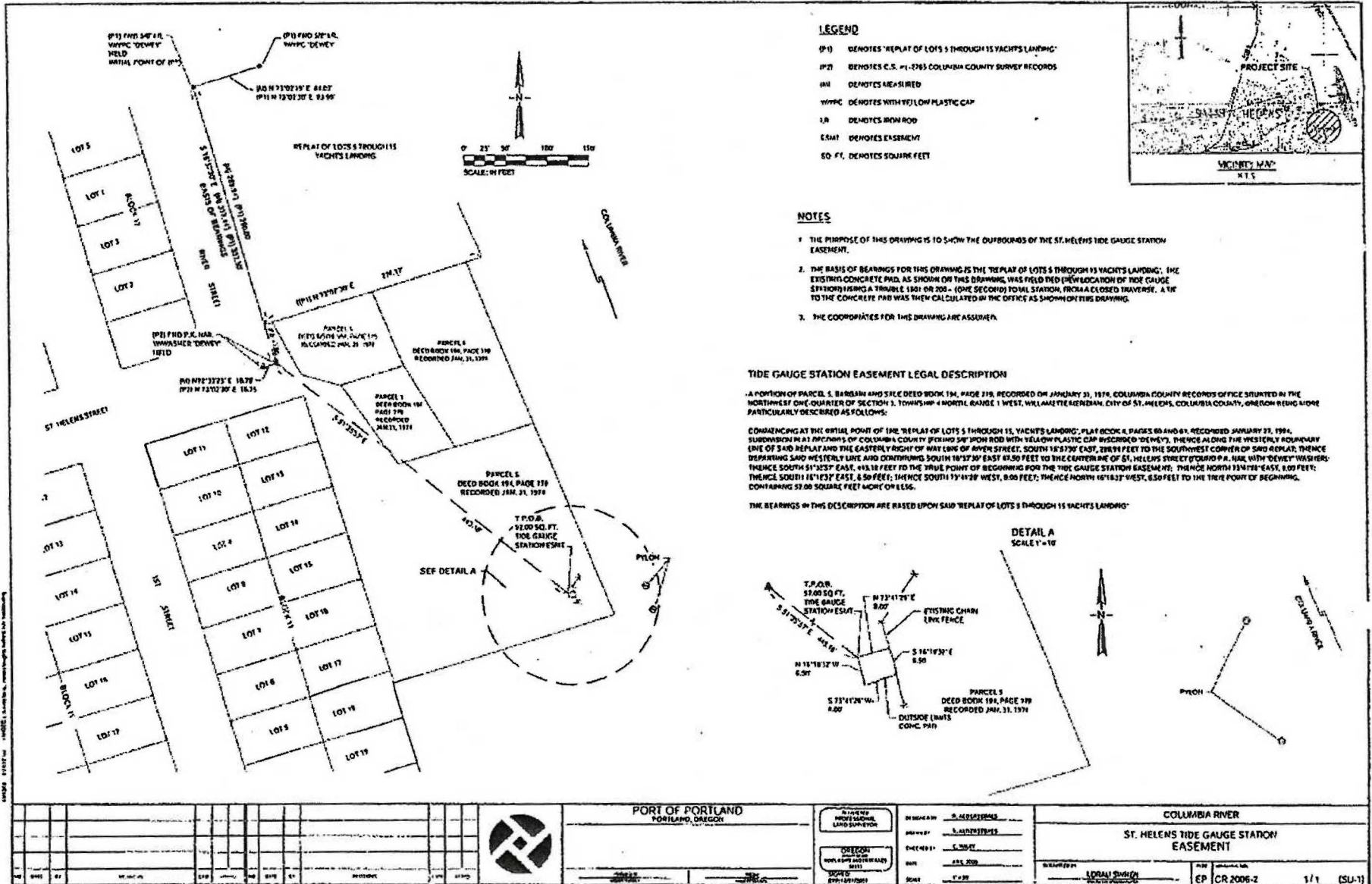

Counsel for the Port of Portland

EXHIBIT A



LEGEND

- IP1) DENOTES 'REPLAT OF LOTS 5 THROUGH 15 YACHTS LANDING'
- IP2) DENOTES C.S. #1-1265 COLUMBIA COUNTY SURVEY RECORDS
- IM) DENOTES AREA IMR
- WYPC DENOTES WITH YELLOW PLASTIC CAP
- LR DENOTES IRON ROD
- ESMT DENOTES EASEMENT
- SO. FT. DENOTES SQUARE FEET

NOTES

1. THE PURPOSE OF THIS DRAWING IS TO SHOW THE OUTBOUNDS OF THE ST. HELENS TIDE GAUGE STATION EASEMENT.
2. THE BASIS OF BEARINGS FOR THIS DRAWING IS THE REPLAT OF LOTS 5 THROUGH 15 YACHTS LANDING; THE EXISTING CONCRETE PAD, AS SHOWN ON THIS DRAWING, WAS FIELD MEASURED (NEW LOCATION OF TIDE GAUGE STATION USING A TRIMBLE 1801 OR 200 - (ONE SECOND) TOTAL STATION, FROM A CLOSED TRAVERSE, A TIE TO THE CONCRETE PAD WAS THEN CALCULATED IN THE OFFICE AS SHOWN ON THIS DRAWING.
3. THE COORDINATES FOR THIS DRAWING ARE ASSURED.

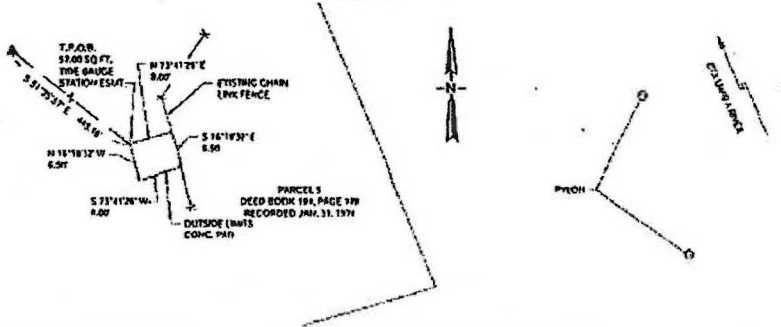
TIDE GAUGE STATION EASEMENT LEGAL DESCRIPTION

A PORTION OF PARCEL 5, BARGAIN AND SALE DEED BOOK 194, PAGE 219, RECORDED ON JANUARY 31, 1979, COLUMBIA COUNTY RECORDS OFFICE SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 WEST, WELLMETTER MERIDIAN, CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INITIAL POINT OF THE 'REPLAT OF LOTS 5 THROUGH 15, YACHTS LANDING'; PLAT BOOK 4, PAGES 60 AND 61, RECORDED JANUARY 31, 1994, SUBDIVISION IN A PORTION OF COLUMBIA COUNTY (FRESH 54' SPON ROD WITH YELLOW PLASTIC CAP INSCRIBED 'DEWEY'), THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID REPLAT AND THE EASTERLY RIGHT OF WAY CORNER OF RIVER STREET, SOUTH 18°57'30" EAST, 288.94 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT, THENCE DEPARTING SAID WESTERLY LINE AND CONTINUING SOUTH 10°37'30" EAST 48.30 FEET TO THE EASTERN END OF ST. HELENS STREET (FORMER P.A. HALL, WITH 'DEWEY' MARKERS) THENCE SOUTH 51°25' EAST, 418.18 FEET TO THE INITIAL POINT OF BEGINNING FOR THE TIDE GAUGE STATION EASEMENT, THENCE NORTH 33°18' EAST, 8.00 FEET; THENCE SOUTH 16°15' EAST, 8.50 FEET; THENCE SOUTH 17°41'28" WEST, 8.00 FEET; THENCE NORTH 0°18'32" WEST, 8.50 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 52.00 SQUARE FEET MORE OR LESS.

THE BEARINGS IN THIS DESCRIPTION ARE BASED UPON SAID REPLAT OF LOTS 5 THROUGH 15 YACHTS LANDING.

DETAIL A



		PORT OF PORTLAND PORTLAND, OREGON		DRAWING NO. 5-2004-01 DATE: 2/15/2004 SCALE: 1" = 30'		COLUMBIA RIVER ST. HELENS TIDE GAUGE STATION EASEMENT	
SHEET NO. 1 OF 1		PROJECT NO. 5-2004-01		DRAWN BY: S. ANDERSON CHECKED BY: S. ANDERSON		LOCAL SIGNATURE: _____ DATE: _____ PROJECT NO. CR 2006-2 SCALE: 1/1 (SU-1)	