

**CITY OF TUALATIN
LEASE AGREEMENT FOR CITY FACILITIES IN THE RIGHT-OF-WAY**

WHEREAS, this City Of Tualatin Lease Agreement for City Facilities in The Right-Of-Way (hereinafter "Agreement") is entered into by and between the City of Tualatin, an Oregon municipal corporation (hereinafter "City") and Crown Castle Fiber, LLC qualified to do business in the State of Oregon (hereinafter "Lessee") collectively referred to herein as the "Parties."

WHEREAS, Tualatin Municipal Code (TMC) Chapter 3-06 (Utility Facilities in the Right-of-Way) authorizes utility facilities in the rights-of-way under certain conditions;

WHEREAS, the City, as owner of certain municipal facilities in its proprietary capacity, has authority to allow Lessee the ability to attach small cell wireless facilities to City poles in the right-of-way;

WHEREAS, Lessee desires to place its facilities within the public rights of way and to attach its facilities to City-owned poles;

WHEREAS, the purpose of this Agreement is to grant Lessee to place small cell wireless facilities on City-owned poles and other structures; and to fix the compensation for such occupancy and use, which is separate from and does not offset any other taxes and fees to which Lessee is subject;

NOW THEREFORE, in consideration of the foregoing recitals, which are expressly made a part of this Agreement, the Parties agree as follows:

Section 1. Nature and Term of Lease.

A. Lease. The City does hereby grant to Lessee, and Lessee's successors and assigns, a Lease to install, construct, repair, replace, maintain, and operate small cell wireless facilities on City-owned facilities, The City Manager shall have the authority to approve specific locations pursuant to applicable City law. .

B. Effective Date. The Effective Date of this Agreement is first day of the month following the date the Agreement is signed by each party.

C. Duration. This Agreement is for a term five (5) years from its effective date. This Agreement shall automatically renew for up to two (2) additional terms of five (5) years each (each a "Renewal Term", together with the Initial Term, the "Term") upon the terms and conditions set forth herein, unless either party gives written notice of its intent not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or then-current Renewal Term.

D. Agreement Not Exclusive. This Agreement is not exclusive. The City expressly reserves the right to grant rights to other Persons, as well as the right in its own name as a municipality, to use its Structures for similar or different purposes allowed Lessee hereunder, by lease, franchise, permit or otherwise. Notwithstanding the foregoing, City will not grant after the date of this Agreement a lease to any third party, if at the time such third party

applies for access to a pole, Lessee demonstrates to the City that such third party's use will adversely and materially affect or interfere with the Lessee's existing Attachments, the Lessee's use and operation of its Facilities, Lessee's ability to comply with the terms and conditions of this Agreement, or Lessee's ability to comply with the Tualatin Municipal Code and Public Works Construction Code Chapter 331. If at any time Lessee demonstrates that its previously approved and installed facility is negatively impacted by a subsequent City approved facility owned by a third party and installed on the same pole, Lessee agrees to cooperate with the third party owner of the other facility in addressing and remedying the negative impact, including but not limited to temporarily shutting off power and transmission to and from the transmission facility that is causing a problem until the problem is resolved and/or installing a temporary replacement facility while the problem is resolved. In the event that Lessee and the third party owner of the subsequent City-approved facility are unable to resolve the problem, after collaboratively undertaking good faith efforts to do so, then the City will require relocation of the subsequent City-approved facility in accordance with Section 7(B) Relocation.

E. Charter and Ordinances to Apply. To the extent authorized by law, this Agreement is subject to the Charter of the City of Tualatin, the Tualatin Municipal Code, Tualatin Development Code, Tualatin Public Works Construction Code, and all ordinances and resolutions of the City of Tualatin, affecting matters of general City concern and not merely existing contractual rights of Lessee, now in effect or hereafter made effective, including but not limited to TMC 3-06 (Utility Facilities in the Right-of-Way) and Public Works Construction Code Chapter 331. Nothing in this Agreement waives the requirements of the various codes, ordinances, resolutions, and administrative rules of the City regarding permits, fees to be paid, or the manner of construction.

Section 2. Usage Fee. As compensation for the benefits and privileges granted under this Agreement, and in consideration of permission to use City-owned Structures, Lessee will pay \$250.00 per year, per facility. This amount is in addition to the Attachment Fee and other fees provided in TMC 3-6-120, or elsewhere in the Tualatin Municipal Code or Tualatin Development Code.

A. Payment Due. Lessee will pay the Rental Fee annually, on or before January 31.

B. Late Payments. In the event the Rights-of-Way Fee is not received by the City on or before the due date or is underpaid, the utility operator must pay interest from the due date until full payment is received by the City at a rate equal to nine percent per annum, compounded daily, or the maximum interest rate allowed by law

C. Acceptance of Payment. Acceptance of any payment made by Lessee is not an accord that the amount paid is, in fact, the correct amount, nor does acceptance of any payments release any claim that the City may have for further or additional sums payable.

D. Other Fees and Taxes. Acceptance of payment of Fees under this Agreement does not exempt Lessee from the payment of any other license, tax, or surcharge on the business, occupation, property, or income of Lessee that may be lawfully imposed by the City or any other taxing authority, except as may otherwise be provided in the ordinance or laws imposing such other license fee, tax, or charge.

E. Reasonableness of Fees. Lessee agrees the fees charged under this Agreement, and the fees charged Lessee as a Licensee of the City's rights-of-way under TMC 3-6 (Utility Facilities in the Rights-of-Way) are reasonable and lawful fees. Lessee agrees and voluntarily consents that all such fees comply with all federal and state laws, including without limitation all Federal Communications Committee (FCC) orders.

Section 3. Holdover. Should Lessee continue to maintain and operate on City facilities beyond the term of this Agreement, this Agreement will revert to a month-to-month agreement subject to all the terms and conditions contained herein, except that the Fees due for the holdover period will increase to 150% of the amount of the Fees due as of the last Payment Date, prorated for each month of the holdover period. These Fees are due and payable within thirty (30) days of the end of each month of the holdover period.

Section 4. Insurance. Lessee must comply with insurance requirements established in TMC 3-6-375. The limits required in TMC 3-6-375 may be met by a combination of primary and excess/ umbrella policies. In addition to requirements established in TMC 3-6-375, City requires that all policies must be maintained in full force for not less than three (3) years following termination of this Agreement. The utility operator must provide the City 30 day's prior written notice of any cancelation or material alteration of insurance. If the insurance is canceled or materially altered, the utility operator must maintain continuous uninterrupted coverage in the terms and amounts required. All policies must name the City of Tualatin, its officers, employees, and agents as additional insureds. If the policy lapses during the term of this Agreement, City may treat said lapse as a breach; terminate this Agreement and seek damages, and use any other remedy provided by this Agreement or by law.

Section 5. Indemnification.

A. General Indemnity. Lessee will defend, save, hold harmless, and indemnify the City, its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys' fees, resulting from, arising out of, or relating to the activities of Lessee or its officers, employees, subcontractors, or agents, in using City's facilities, or for actions otherwise covered under this Agreement.

B. Control of Defense and Settlement. Lessee will have control of the defense and settlement of any claim that is subject to this Section; however, neither Lessee nor any attorney engaged by Lessee will defend the claim in the name of the City, nor purport to act as legal representative of the City or any of its officers, employees, or agents without first receiving from the City, in a form and manner determined appropriate by the City, authority to act as legal counsel for the City, nor will Lessee settle any claim on behalf of the City without the approval of the City. The City may, at its election and expense, assume its own defense and settlement in the event that the City determines that the Lessee is prohibited from defending the City, or is not adequately defending the City's interests, or that an important governmental principle is at issue and the City desires to assume its own defense.

C. Relocation Indemnification. Lessee must indemnify, defend, save, and hold harmless the City for any and all damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Lessee's failure to remove, adjust, or relocate any of its Facilities in a timely manner in accordance with a

relocation schedule furnished to Lessee by the City Engineer under TMC 3-06, except to the extent the damage, claim, additional cost or expense is caused by the City's willful misconduct or negligence.

D. Indemnification - Hazardous Substances. Notwithstanding any other provision of this Agreement, Lessee must forever indemnify the City, its officers, agents and employees, from and against any claims, damages, losses, liabilities, costs and expenses of any kind whatsoever, whether direct or indirect, or pursuant to any state or federal law, statute, regulation or order, for the removal or remediation of any leaks, spills, contamination or residues of Hazardous Substances, associated with, arising from or due to Lessee's Facilities.

Section 6 Construction, Replacement, Repairs, and Maintenance.

A. Permits and licenses. Lessee must apply for and obtain all permits and licenses necessary for the construction, installation, and operation of its Facilities within the Public Right of Way. Lessee must pay all applicable fees due for City permits and licenses in addition to any Fees required under this Agreement. All construction and maintenance of any and all Lessee's Facilities, regardless of who performs installation and/or construction, are the responsibility of Lessee.

B. Installation of Lessee Equipment of Facilities. Lessee Facilities must be installed and maintained in accordance with the laws of the State of Oregon, the Tualatin Municipal Code, the Tualatin Development Code, Tualatin Public Works Construction Code Chapter 331 and other applicable sections as determined by the City, and the adopted Standard Construction Specifications of the City as then in effect.

C. Facility Locations. Lessee must install facilities in accordance with Tualatin Public Works Construction Code Chapter 331.1.08. Lessee to field verify utility pole or street light ownership and notify City of all discrepancies between City maps/records and actual utility poles or street lights identified in the field. No later than December 31st of each calendar year, provide City with a geodatabase file containing locations of all facilities within the City Right-of Way and a description identifying each facility type

D. New and Replacement Poles. Pole replacement and new pole installation may be required to support Lessee's facilities. Pole replacements completed as required in Public Works Construction Code Chapter 331.2.03. If Lessee replaces a pole or installs a new pole to support Lessee's facilities, Lessee will install a city-approved like pole. Lessee will pay City any costs associated with the removal of the pole at Lessee's request. Lessee will own and maintain replaced or new poles for the duration of Agreement. When Lessee removes facilities, Lessee will replace Lessee-owned pole with a Lessee-purchased and City-owned pole or provide the City with a fee-in-lieu, as determined by the City.

E. Facility and Structure Standards. In addition to the Public Works Construction Code, Lessee must meet structural and clearance requirements of the latest revision of the National Electrical Safety Code (NESC) and National Electrical Code (NEC). Meet all Federal Communication Commission (FCC) standards and requirements. Construct all required work at Utility Operator's expense, installed in a neat and workmanlike manner, and in such a manner to not adversely affect the structural integrity of the City's service poles, streetlight poles, or communication facilities of other entities. All wireless infrastructure installations are

subject to inspection and/or observation by the City.

F. Radio frequency emission levels. Lessee's Facilities must be operated and maintained so that the Facilities are in compliance with all radio frequency emission standards specified by the Federal Communications Commission.

G. Electricity and Other Utility Charges. Lessee is responsible for obtaining all required electrical power service to its facilities. Lessee's electrical supply must be separately metered from the City. Lessee must provide to the City sealed engineered drawings for conduit size, circuit size, calculations for Amp, distances running, and other reasonable information related to its electrical power location and mechanisms. Conduit and other attachments required to provide electrical power to the facility must meet requirements defined in Chapter 331 of the Public Works Construction Code.

Section 7. Reservation of City Rights

A. Reservation of City Authority. Nothing in this Agreement prevents the City from constructing, establishing, or relocating any public work or improvement. If any of Lessee's Facilities interfere with the construction or repair of any Right of Way, City-owned Structures, or public improvement, Lessee's Facilities must be removed, relocated, or changed in the manner the City directs at Lessee's sole expense.

B. Relocation. The City may require Lessee to temporarily or permanently remove, relocate, change or alter the position of any Facilities at Lessee's sole expense in accordance with Tualatin Municipal Code 3-6-340 – Relocation of Utility Facilities. City will attempt to provide Lessee with 60 days written notice that such removal, relocation, change or alteration is reasonably necessary. Should Lessee fail to remove, relocate, change, or alter any such Facilities by the date established by the City pursuant to written notice specified, the City may cause such to occur. The City will use qualified workers in the field and in accordance with applicable state and federal laws and regulations. Upon receipt of a detailed invoice from the City, the utility operator must reimburse the City within 30 days for the costs incurred by the City. Lessee will pay City for City's direct costs, including all expenses incurred by the City due to Lessee's delay or failure, plus 20 percent (20%) overhead or \$200.00, whichever is more.

C. Emergency. In accordance with Tualatin Municipal Code 3-6-350 – Emergency Removal by City and 3-6-355 – No City Liability; The City retains the right and privilege to cut or move any Facilities as the City determines necessary, appropriate, or useful in response to any public health or safety emergency. In the event of such emergency, the City is not liable to Lessee for any costs or damages to the Facilities caused by City's removal or other emergency actions.

Section 8. Maintenance of Facilities. In accordance with TMC 3-6-365 – Maintenance Lessee must construct, install, operate, and maintain all Facilities to prevent injury to the City's property or property belonging to any Person within the City. Lessee, solely at its own expense, must maintain, repair, renew, change, and improve said Facilities from time to time as may be necessary to accomplish this purpose including removal of graffiti and other maintenance activities defined in PWCC Chapter 331.

Lessee shall be available to the staff employees of any City department having jurisdiction over Lessee's activities 24 hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The City may contact by telephone the Crown Castle network control center operator at telephone number (888) 632-0931 or by email at SCN.NOC@crowncastle.com regarding such problems or complaints. Lessee must notify City within 10 business days (Monday-Friday, excluding Holidays) via writing or email if the contact information above changes.

Section 9. Discontinued Use of Facilities. Whenever Lessee intends to discontinue use of any of its Facilities and does not intend to use said Facilities again for six (6) months or more, Lessee must submit to the City for approval a completed application describing the Facility and the date on which Lessee intends to discontinue using the Facility. Lessee must remove the Facility at Lessee's sole expense. Any such removal will be directed by, and performed to the satisfaction of, the City. Until such time as Lessee removes the Facility as directed by the City, or until the rights to and responsibility for the Facility are accepted by another person having authority to construct and maintain such Facility, Lessee is responsible for all necessary repairs and relocations of the Facility, as well as maintenance and restoration of the Public Right of Way, in the same manner and degree as if the Facility were in active use, and Lessee retains all liability for such Facility.

Section 10. Hazardous Substances. Lessee must comply with all applicable local, state, and federal laws, statutes, regulations, and orders concerning Hazardous Substances relating to its Facilities. If Lessee discovers any Hazardous Substances that require removal or remediation in the course, Lessee must provide a written report of the discovery to the City within two (2) business days of the discovery. Lessee must immediately proceed to remove and remediate, in accordance with all applicable local, state, and federal laws, any Hazardous Substances attributable to or caused by Lessee.

Section 11. Non-Assignment. This agreement cannot be assigned or transferred by Lessee, except by written consent of the City upon such conditions that the City deems appropriate. Any attempted assignment or transfer by Lessee without written consent by the City is not binding upon City.

Section 12. Breach and Remedies.

A. Breach. In addition to any other rights set out elsewhere in this Agreement, the City reserves the right to declare a Default in the event that any of the following occur:

- a. Lessee breaches any material provision of this Agreement. For the purposes of this Section, the following are a breach of a material provision of this Agreement:
 - i. Lessee's failure to pay to the City any of the Fees required under this Agreement. The invalidation or any suspension of Lessee's payments of Fees to the City under this Agreement;
 - ii. Any failure by Lessee to submit timely reports regarding the calculation of its Fees to be paid to the City under Section 3 of this Agreement;

iii. Any failure by Lessee to maintain the liability insurance required under this Agreement; or

iv. Any failure by Lessee to otherwise fully comply with the requirements of Sections 3 through Section 14 of this Agreement.

b. Lessee is found by a court of competent jurisdiction to have perpetrated or practiced any fraud or deceit upon the City.

c. There is a final determination that Lessee has failed, refused, neglected or is otherwise unable to obtain and/or maintain any permit required by the City, or by any federal or state regulatory body regarding Lessee's operation of its Wireless Telecommunications System within the City.

B. Remedies. In the event of a Default by Lessee, the City may terminate Lessee's rights pertaining to the Facilities to which the default relates. In the event of a Default which pertains to all Facilities, the City may terminate this agreement.

C. Additional Remedies. All remedies and penalties under this Agreement, including termination of the Agreement, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty. The remedies and penalties contained in this Agreement, including termination of the Agreement, are not exclusive, and the City reserves the right to enforce the provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. The City's failure to enforce any provision of this Agreement does not waive the breach of any term, condition, or obligation imposed upon the Lessee by or pursuant to this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon the Lessee by or pursuant to this Agreement does not waive any other or subsequent or future breach of the same or of any other term, condition, or obligation, nor does it waive the term, condition, or obligation itself.

In addition, the City reserves the right at its sole option to apply any of the following, alone or in combination:

a. Suspend Lessee's rights under this Agreement with respect to the Facilities to which the default relates, until Lessee corrects or otherwise remedies the violation; or

b. Terminate this Agreement if any provision of the Agreement becomes invalid or unenforceable, and the City or Lessee expressly finds that such provision constituted a consideration material to the Agreement. Alternately, the parties may mutually agree to renegotiate the terms of this Agreement as provided in Subsection 14.Q.

D. Notice and Opportunity to Cure. In the City's discretion, the City may give Lessee thirty (30) day's prior written notice, or such other time as the City deems appropriate, of its intent to exercise its rights under this Section, stating the reasons for such action. Lessee cures the stated reason within the notice period, or if Lessee initiates efforts satisfactory to the City (in its sole discretion) to remedy the stated reason and those efforts continue in good faith, the City will not exercise its remedy rights. If Lessee fails to cure within the notice period, or if Lessee does not undertake and/or maintain efforts satisfactory to the City to remedy the

stated reason, then the City may impose any or all of the remedies available to it.

E. Removal upon Termination or Forfeiture. If this Agreement is terminated or expires on its own terms and is not replaced by a new Agreement or similar authorization, or if the City determines that any of Lessee's rights to place its Facilities within the Public Right of Way or to attach its Facilities to a City-owned Structure are forfeited, Lessee will remove its Facilities per Section 9 of this Agreement.

Section 13. Dispute Resolution

A. Good Faith Participation. Prior to the initiation of any litigation, the Parties may attempt in good faith to settle any dispute arising out of or relating to this Agreement through the non-binding mediation processes set forth herein. Good faith participation in this process is a condition precedent to any litigation. All negotiations pursuant to this Article will be confidential and will be treated as compromise and settlement negotiations for purposes of ORS 40.190 (Oregon Rules of Evidence 408) and the Federal Rules of Evidence Rule 408.

B. Non-binding Mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Representatives of the parties will meet within (14) business days after receipt of such notice at a mutually acceptable time and place and thereafter as often as both parties deem necessary to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) business days of receipt of the disputing Party's notice, or if the Parties fail to meet within fourteen (14) business days, either Party may initiate non-binding mediation. Such mediation will take place at a mutually agreeable location. In the event that such dispute is not resolved within sixty (60) calendar days following the first day of mediation, either Party may initiate litigation consistent with this Agreement.

C. Enforcement. The parties regard the aforesaid obligation to mediate in good faith as an essential and material provision of this Agreement and one that is legally binding upon them. In case of a violation of such obligation by either Party, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

Section 14. Severability. If any provision in this Agreement is held invalid, illegal, or unenforceable, such provision will be severed and inoperative, but the remaining provisions in this Agreement not held invalid, illegal, or unenforceable remain operative and binding.

Section 15. Nonenforcement by the City. The City is vested with the power and authority to reasonably regulate the exercise of the privileges permitted by this Agreement in the public interest. Lessee is not relieved of its obligations to comply with any of the provisions of this Agreement by reason of any failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Agreement by reason of such failure or neglect.

Section 16. Force Majeure. Force Majeure. For purposes of this Section, Force Majeure means an "acts of God," landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, acts of terrorism or of the public enemy, strikes, explosions, lockouts or other industrial disturbances, insurrections, public riots, or other similar events which are not reasonably within the control of the Parties. If Lessee is wholly or partially unable to carry out its obligations under this Agreement as a

result of Force Majeure, Lessee will give the City prompt notice of such Force Majeure, describing the same in reasonable detail. For the duration of the Force Majeure, Lessee is relieved of its obligations under this Agreement, other than the payment of monies due. Lessee agrees to use its best efforts to remedy as soon as possible, under the circumstances, Lessee's inability, by reason of Force Majeure, to carry out its responsibility and duties under this Agreement.

Section 17. Venue and Choice of Law.

A. Venue. Exclusive venue for litigation of any action arising under this Agreement lies in the Circuit Court of the State of Oregon for Washington County, unless exclusive jurisdiction is in federal court, in which case exclusive venue lies in the United States District Court for the District of Oregon. Each Party hereto expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other Party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.

B. Choice of Law. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon, even if Oregon's choice of law rules would otherwise require application of the law of a different state.

Section 18. Notice. Whenever notice is required or permitted to be given under this

Agreement, such notice must be given in writing to the other Party by: (a) personal delivery; (b) sending via a reputable commercial overnight courier; or (c) mailing using registered or certified United States mail, return receipt requested, postage prepaid:

CITY:

C/o Right of Way Manager
Tualatin Public Works Department
18880 SW Martinazzi Ave
Tualatin, Ore 97062

LESSEE:

Crown Castle Fiber, LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317-8564
Attn: Contracts Administration

and to:

Crown Castle Fiber, LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317-8564
Attn: Teddy Adams, General Counsel

Any such notice or communication delivered by personal delivery is deemed given upon actual receipt. Any notice sent by overnight courier or by United States mail is deemed given four (4) calendar days after dispatch or mailing.

Section 19. Public Records.

A. Public Records. Documents and records submitted by Lessee to the City may be subject to public inspection under the Oregon Public Records Law, ORS 192.410 through 192.505. Lessee acknowledges it is responsible for becoming familiar with the provisions of the Oregon Public Records Law.

B. Confidential Records. Lessee may identify information submitted to the City as confidential. Prior to submitting such information to the City, Lessee must prominently mark in conspicuous letters any information with the word "Confidential" on every page. The City will treat any information so marked as confidential and not subject to public disclosure until the City receives any public records request for disclosure of such information. The City will provide Lessee with written notice of the request, including a copy of the request. Lessee will have ten (10) business days within which to provide a written response to the City, before the City may disclose any of the requested confidential information. Whether Lessee submits any written response to the City, the City retains the final discretion to determine whether to release the requested confidential information. Lessee does not waive any of its rights to seek a protective order from a court of competent jurisdiction restraining the City from disclosing such information.

Section 20. Amendments. This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.

Section 21. Nondiscrimination. Lessee agrees that no person will, on the grounds of race, religion, color, creed, national origin, sex, marital status, familial status, sexual orientation, gender identity, source of income, age or physical or mental disability suffer discrimination in the performance of this Agreement when employed by Lessee. Lessee agrees to comply with all applicable requirements of state and federal civil rights and rehabilitation statutes, rules, and regulations. Further Lessee agrees not to discriminate against minority-owned, women-owned, or emerging small businesses in awarding subcontracts as required by ORS 279A.110.

Section 22. Renegotiation. In the event that any provision of this Agreement becomes invalid or unenforceable and the City or Lessee expressly finds that such provision constituted a consideration material to entering into this Agreement, or in the event that the Federal Communication Commission rules regarding fees for use of public rights-of-way are amended, reversed, repealed, or nullified, the City and Lessee may mutually agree to renegotiate the terms of this Agreement. The Party seeking renegotiation shall serve on the other Party written notice of an offer to renegotiate. In the event the other Party accepts the offer to renegotiate, the Parties have ninety (90) days to conduct and complete the renegotiation. If both Parties agree to renegotiations under this Section, the Parties will proceed in good faith and in a manner that is reasonable under the circumstances.

Section 23. Authority to Bind. City and Lessee each represent and warrant that the individual(s) executing this Agreement have taken all steps necessary to secure full authority to bind the City and Contractor, respectively, for the acts, expenditures, and obligations contemplated in this Agreement to be performed by each of them. BY EXECUTION OF THIS AGREEMENT, EACH PARTY HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGREED AND ENTERED this ____ day of _____, 20____.

(Contractor)

By

Title _____

Address _____

Telephone _____

Contractor's Federal ID Number

By _____

Sherilyn Lombos

City Manager

18880 SW Martinazzi Ave.

Tualatin, Oregon 97062

Telephone 503-692-2000

APPROVED AS TO LEGAL FORM

City Attorney