

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 22-06-21-01

IN THE MATTER OF AUTHORIZING THE
COUNTY ADMINISTRATOR TO SIGN A
PARKING AGREEMENT WITH MARKET
DISTRICT, LLC, FOR COUNTY OWNED
LOT 732 FOR A 5-YEAR TERM

WHEREAS, Lane County is the owner of the real property identified as map and tax lot 17-03-31-11-07500 which is a surface parking lot located at approximately 600 Pearl Street in Eugene; and

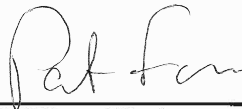
WHEREAS, Market District LLC is a neighboring property owner and has proposed financial consideration in exchange for permission to use the parking lot on weekdays after business hours and on weekends for a term of 5 years; and

WHEREAS, Pursuant to Lane Manual 20.660, Board approval is needed for a contract over 3 years in length;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The County Administrator is hereby authorized to sign the 5 year Parking Agreement with Market District, LLC.

ADOPTED this 21st day of June, 2022.



Pat Farr, Chair
Lane County Board of Commissioners

PARKING AGREEMENT

This AGREEMENT, dated _____, 2022, is made by and between Lane County, a political subdivision of the State of Oregon, acting by and through its Department of Capital Planning and Facilities Management (**County**) and Market District LLC, an Oregon limited liability company (**Market**).

Contact persons for the parties, changeable with notice to the other party, are as follows:

Parties:

COUNTY: Lane County
125 E 8th Ave
Eugene, OR 97401
Attn: Property Management
Phone: 541-682-3859
Email: kellie.j.hancock@lanecountyor.gov

MARKET DISTRICT: Market District LLC
296 E 5th Ave, Suite 300
Eugene, OR 97401
Attn: Dept. or Person
Phone:
Email:

WHEREAS Lane County owns the surface parking lot located on the south side of 6th Street, located between Pearl and Oak Streets, also known as map and tax lot 17-03-31-11-07500 and commonly referred to as lot 732. Under this agreement, any person will be allowed to use the surface level of lot 732 on evenings and weekends.

The Parties hereby agrees as follows:

1. In consideration for the public relations benefit to Market, the ability of its customers to utilize the available parking on the same terms as the public and the ability to provide valet or concierge parking as provided for in this Agreement, Market will pay County two thousand dollars (\$2,000.00) per month during the term of this Agreement. Payment must be made on or before the first day of each month for the use of the lot in that calendar month.
2. The initial term of this Agreement is five years, commencing on the first day of May 2022 and terminating on the last day of April 2027. Market and County may, by written agreement, extend or terminate this Agreement at any time in accordance with the terms of this Agreement.
3. Market is allowed to direct and inform its customers of the availability of the parking and to place informational signs on the property, as provided for in this Agreement.
4. All persons will be allowed to park on the upper (surface) level in marked parking spaces in the above referenced lot between the hours of 5:30pm and 7:00am Monday through Friday, on weekends between 5:30pm Friday until 7:00am Monday and on any holiday recognized by the

County. The use of the spaces is limited to parking only, in accordance with the County's existing rules and policies. Such parking will be subject to a 3-hour time limit.

5. No specific privileges will be established for Market or its customers (i.e., persons attending events at the Hult Center, Convention Center or other downtown venue will have the same opportunity.
6. Vehicles with current County parking permits displayed and marked County fleet vehicles may remain parked on the lot at any time.
7. Market is responsible for placing parking signs to make it clear that free public parking is available and for notifying the public of the 3-hour time limit. Such signs may include both permanent and temporary signs, with County's approval. Any temporary signs must be placed and removed at the beginning and end of any free parking period at Market's sole responsibility and expense.
8. Market is responsible for enforcement of the 3-hour time limit during free parking hours. Market is further obligated to report any suspicious or criminal activity to the proper authority.
9. Market will ensure that its signs and actions related to the lot comply with all federal, state and local laws and regulation.
10. Market may, at its discretion, provide valet or concierge parking for its customers and guests on the lot. Such valet or concierge parking is not subject to the 3-hour time limit. Such parking will be on a space-available basis, and no specific spaces may be set aside for this purpose. In addition, neither Market employees nor contractor may use the parking on this basis.
11. Market shall indemnify, defend and hold harmless Lane County, its Commissioners, divisions, agents, officers and employees from and against all claims, suite, actions, losses, damages, liabilities, cost and expenses of any nature resulting from or arising out of the use of the property by the Market and the actions of its employees, contractors, agents, guests, customers and invitees.
12. Either party may terminate this Agreement at any time upon written notice to the other. Following such notice, the Agreement will terminate on the final day of the month following the month in which notice is given. If Market fails to comply with any of the terms in this letter, County may terminate this Agreement upon 7 days' notice to Market and failure to cure such breach within that period.
13. Nothing in this Agreement is intended to create any interest in the real property of County and this Agreement shall not be construed to create such a leasehold or any other interest in the property.
14. For removal of doubt, and notwithstanding anything to the contrary in this Agreement: (i) County shall defend and indemnify Market from any responsibility or liability to mitigate any hazardous substances which may be present on or under the County lot as of the commencement of this Agreement, and (ii) in no even shall Market have any liability or responsibility arising out of the presence of any hazardous substances on or under the County lot except to the extent such hazardous substances are released by Market or its invitees.

SIGNATURE PAGE FOLLOWS

LANE COUNTY

A political subdivision of the State of Oregon

MARKET DISTRICT LLC

An Oregon limited liability company

Signature

Steve Mokrohisky, County Administrator

Signature

Brian Obie, President / CEO



04/09/2021