

Date Started: _____
 Final Inspection: _____
 Approved By: Yes _____ No _____
 Remarks: _____



MULTNOMAH COUNTY, OREGON

DEPARTMENT OF COMMUNITY SERVICES LAND USE & TRANSPORTATION PROGRAM RIGHT-OF-WAY PERMIT SECTION 1620 SE 190TH AVENUE PORTLAND, OREGON 97233 503-988-3582 - FAX: 503-988-3389	APPLICATION FOR A PERMIT TO USE PUBLIC ROAD RIGHT OF WAY UNDER THE JURISDICTION OF MULTNOMAH COUNTY	(COUNTY TO FILL OUT THIS SECTION) Permit No. <u>83317</u> District: <u>1</u> County Maintained: <u>Yes</u> Application Fee: <u>Yes</u> Deposit: <u>Yes</u> Check No.: <u>4005</u> Ins. Req'd: <u>Yes</u>
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FOR APPLICANT: (Please print)

Name: KESSI CONST, INC E-mail Address: KWACK@OPUSNET.COM
 Address: PO Box 452 Phone/Fax: 503-939-0673
Scappoose, OR 97056 Contact Person: Will Kessi

ROADS AND LOCATIONS COVERED BY THIS PERMIT:

Road	Specific Location	Side of Road	Distance from		Buried Cable or Pipe	
			Center Line	R/W Line	Depth	Size & Kind
McNamee	13195 NW McNamee	West	15'			

GENERAL APPLICATION/PERMIT TERMS:

- Upon approval of this Application by Multnomah County by the indicated signature below, this page shall become the first page of the Permit and the Applicant shall become the "Permittee."
- Permittee must notify Multnomah County at 503-988-3582, at least one business day (24 hours) before commencing work under this permit.
- Except as allowed under the Multnomah County Road Rules Section 18, Subsection 18.250, Permittee must complete any authorized demolition, installation, construction, placement, or similar work activities in the road right-of-way not later than 120 days after Permit Effective Date. Any extension of time beyond that period is subject to the sole discretion of Multnomah County.
- Any Permit issued pursuant to this Application shall be applicable only to the specific public road right(s)-of-way under the Jurisdiction of Multnomah County authorized and identified herein. Applicant must obtain an additional permit or consent from Multnomah County for the use of any other public road right(s)-of-way under the County's Jurisdiction.
- Applicant must obtain the consent from the appropriate authority for the use of any roads, highways, and streets that are not under Multnomah County's Jurisdiction.
- This Permit shall not be effective until a construction plan; specifications or other similar documentation has been reviewed and approved by the County Engineer or designate and incorporated into the Permit.
- This Permit includes the "Permit Provisions" attached hereto and which are incorporated by this reference.
 (Authority: ORS 374.305-ORS 374.330; MCC Chapters 27 and 29)

<p>APPLICANT: By the authorized signature below, Applicant (Permittee) accepts and agrees to all the requirements, terms, conditions and provisions of this Permit.</p> Authorized Signature: _____ Print Name: <u>Will Kessi</u> Title: <u>manager</u> Date of Application: <u>9/19/19</u>	<p>MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY SERVICES:</p> Permit Approved By: <u>Steve Miles</u> Print Name: <u>Steve Miles</u> Title: <u>Engineering Technician 3</u> Permit Effective Date: <u>9/11/2019</u>
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RIGHT-OF-WAY USE PERMIT PROVISIONS

1. (A) This Permit is issued by Multnomah County as the jurisdictional authority (hereinafter "County") over the Right-of-Way described on Page 1 of this Permit (the "Right-of-Way") to the Permittee (County and Permittee hereinafter collectively referred to as the "Parties") and controls all aspects of the Right-of-Way Use(s) set forth on Page 1, and as further provided in and subject to:
 1. If applicable, **Exhibit A**, which shall consist of any plans, specifications, drawings, or other design documents (collectively referred to as the "**Plans**") attached hereto, or as the Parties agree in writing to amend or revise said **Exhibit A**;
 2. If applicable, **Exhibit B to Right-Of-Way Use Permit for Construction ("Exhibit B")** attached hereto.
 3. If applicable, **Exhibit C, the Consulting Engineer's Statement**, attached hereto.
 4. To the extent applicable, **Exhibits A, B and C** are hereby incorporated as a part of this Permit.

This Permit does not authorize any activity on privately owned property. Should Permittee's activities encroach beyond the boundaries of the Right-of-Way covered under this Permit or otherwise exceed the jurisdictional authority of the County; Permittee shall obtain written consent from any owners of property abutting the Right-of-Way before beginning any work under this Permit.

(B) **Exhibit A** shall not be changed, altered, or modified without first obtaining the written consent of the County Engineer or the County Engineer's designate or as otherwise provided in **Exhibit 1**.

(C) This Permit is subject to ORS Chapter 374 and incorporates the following rules adopted by Multnomah County pursuant to Multnomah County Code Chapter 29:

1. **The Multnomah County Road Rules (MCRR)**, dated March 23, 2004 or as the MCRR shall be amended, and
2. **The Multnomah County Design and Construction Manual (DCM)**, dated June 20, 2000; or as the DCM shall be amended.

(D) For purposes of this Permit, the term "Permittee" shall refer to all parties acting under this Permit, including the property owner, the developer (if different than the owner) and any contractor responsible for or performing the work authorized under this Permit. All such parties acting through authorized representatives with the authority to bind each party shall sign this Permit. No action or work of any kind may proceed under this Permit without the binding signatures of all the parties as Permittees. The use of the term "Permittee" or "Permittees" in this Permit shall be used interchangeably and shall not be intended to limit the number of parties that are Permittees on this Permit.

2. (A) The County contact to coordinate work activities on the Right-of-Way shall be: phone: (503) 988-3582, e-mail: ROW.Permits@multco.us.

(B) Permittee contact person shall be: (supply name, address, telephone and email contact information)

3. Prior to beginning any work or activities under this Permit, the Permittee shall confirm in writing to the County that all Permittees have obtained a commercial general liability insurance policy that provides: (i) for a combined single limit of not less than \$1,000,000 per each incident or occurrence, and with an annual aggregate limit of not less than \$2,000,000; (ii) for extended reporting period coverage for claims made within two years after the activities, work or associated work authorized under this Permit is completed; (iii) for the County, its officers, employees and agents to be named as additional named insureds for all activities, work or associated work being authorized under this Permit. This Permit is automatically revoked without further action if the insurance is permitted to lapse, is canceled, or for any other reason becomes inoperative. Insurance policy limits quoted herein are minimums set for 2014 and shall be subject to County review and adjustment annually.

4. (A) The Permittees agrees to defend, indemnify, and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from:

1. All claims, demands, suits, liabilities, damages, losses, costs, or expenses including, but not limited to, attorney's fees that the Indemnitees may sustain or incur on account of any damage to or destruction of any property that the County may own or in which it may have an interest;
2. All claims, demands, suits, liabilities, damages, losses, costs or expenses including, but not limited to, attorney's fees on account of any damage to or destruction of any property belonging to any person, firm or corporation; and
3. All claims, demands, suits, liabilities, damages, losses, costs, or expenses including, but not limited to, attorney's fees on account of any damage resulting from injury to or death of any person or persons,

which arise out of or are in any way connected with the activities conducted or work performed under this Permit by the Permittees, their officers, employees, contractors, agents, or invitees.

(B) Permittees agree to defend, indemnify, and hold harmless the Indemnitees from all claims, demands, suits, liabilities, damages, losses, costs, or expenses which arise out of or are in any way connected with the use, generation, manufacture, storage, discharge, release, disposal, transportation, or possession of Hazardous Materials by the Permittee, its, employees, contractors, agents, lessees, or invitees at any time during the term of this Permit at the Permit Site. "Hazardous Materials" means: (a) any petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or any mixture thereof, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes, wastes or substances or any other materials or pollutants which: (1) pose a hazard to the Permit Site or to persons on or about the Permit Site, or (2) cause the Permit Site to be in violation of any federal, state, or local law, ordinance, regulation, code, or rule relating to Hazardous Materials; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers, or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) any chemical, material, or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," "waste" or "toxic substances," or words of similar import under any applicable local, state, or federal law or under the regulations adopted or publications promulgated pursuant thereto including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.; and (d) any other chemical, material or substance, exposure to which is prohibited, limited, or regulated by any governmental authority or may or could pose a hazard to the health and safety of the owners and/or occupants of property adjacent to or surrounding the Permit Site.

(C) The Permittees obligations under Section 3 and Section 4 herein, shall survive the termination of this Permit.

5. Traffic control is the responsibility of the Permittee and shall be performed in accordance with the Manual of Uniform Traffic Control Devices and Oregon Supplements. The Permittee shall submit a copy of the traffic control plan for County review and approval not less than five working days prior to the date the activities or work authorized under this Permit are scheduled to begin. Work or activities shall not begin until written approval of the traffic control plan is obtained from the County Engineer or the County Engineer's designate.
6. The Permittee shall provide the name and telephone contact number for its Project inspector and a 24-hour emergency telephone number(s) for its contractor prior to beginning activities or work under this Permit.
7. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center (the "Center"). Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the Center. The telephone number for the Center is (503) 232-1987.
8. No modification shall be made to any fixture or installation as shown on Exhibit A and authorized under this Permit without prior approval from the County. Failure to comply with any term or condition of this Permit shall be cause for revocation. The County reserves the right to stop the activities or work performed under this Permit for failure to comply. All costs associated with activities or work stoppage or revocation as provided herein are the responsibility of the Permittee, and all costs shall be borne by the Permittee.

9. The Permittee shall restore the Right of Way to an equal or better condition than existed prior to the activities or work authorized under this Permit. The Permittee is responsible for quality control of all demolition or new construction made to the Right of Way. The County may perform spot inspections to monitor quality control. The Permittee shall correct all construction work that does not conform to County standards. The County may require additional work to return the Right of Way to "as good" or "better" condition.
10. The Permittee shall be in compliance with all federal, interstate, state, regional, and local laws, regulations, rules, and ordinances, pertaining to all the activities or work performed under this Permit including, but not limited to, obtaining all necessary and applicable construction and erosion control permits and approvals prior to beginning the activities or work authorized under this Permit and compliance with all applicable business licenses, OSHA rules and regulations.
11. County shall have the right, without notice, at any time including during any of Permittee's activities or work of any kind in the Right of Way, to enter and occupy the entire or any part of the Right of Way for the purpose of inspecting, maintaining, repairing, renewing, replacing or reconstructing the Right of Way, or any replacement facility thereto as County in its sole discretion shall deem necessary and appropriate.
12. County's activities described in Section 11 may require Permittee or its officers, employees, contractors, agents, vendors, lessees, sublessees or invitees (collectively "Permittee Parties") to remove any fixtures, installations or personal property including but not limited to , vehicles, machines, tools and equipment from the Right of Way. Upon entry, County shall, without liability to Permittee Parties, have the right to remove any such fixtures, installations or personal property from the Right of Way as may be necessary to accomplish the required work. County shall have no obligation to restore or repair any improvements removed or damaged in the performance of County's work. Permittee Parties agree that County shall have no obligation to restore the Right of Way or Permittee Parties' improvements and County shall have no liability to Permittee Parties for any disruption of Permittee Parties' business, for loss of Permittee Parties' real or personal property, for Permittee Parties' lost profits or for any other loss incurred by Permittee Parties as a result of such entry or as a result of Permittee Parties being required to vacate the Right of Way pursuant to the terms of this Section 12.
13. Either Subsection 13 (A) or (B) shall be applicable depending on the location. The applicable and non-applicable Subsection shall be marked where indicated.

(A) For Certain Utility Work in Roads in Unincorporated Areas: If this Permit has been issued in connection with work done in the public road that is authorized pursuant to the provisions of ORS 758.010(1) "...to construct, maintain and operate its water, gas, electric or communication service lines, fixtures and other facilities..." along said public road; the County reserves all the rights under ORS 758.010(2) to direct the Permittee to relocate any such fixture, line or facility in the subject public road: Applicable Not Applicable

(B) For Other Uses and For Uses in Roads in Cities: The County reserves the right to **revoke this Permit at any time** in the event the County determines the permitted work or activities, including any fixtures, installations or personal properties in the Right of Way; are in conflict with a County improvement project; public need requires it, or the Permittee fails to comply with the conditions of this Permit. No expenditure of money, lapse of time, or other act or thing shall operate as an estoppel against the County or be held to give the Permittee any vested or other right. Upon revocation of this Permit, the Permittee shall within 30 days of receiving notification, remove, relocate, or abandon (if consented to by the County), all fixtures, installations or personal property in the Right of Way and restore the Right of Way as directed by, and to the satisfaction of, the County: Applicable Not Applicable

14. **(A)** The Owner of the Property that directly abuts or is adjacent to the Right of Way covered under this Permit and who has signed this Permit as one of the Permittees shall bear the responsibilities imposed under ORS 374.315 to ORS 374.320 on the "applicant" and the "owner" with respect to maintenance, repair or removal, as applicable to the type of Project authorized under this Permit, or in the alternative as the County may authorize by Code or Rule with respect to said responsibilities.

(B) As provided in the MCRR at Subsection 18.130 and consistent with ORS 374.320, the County reserves the right to revoke this Permit at any time by mutual consent; for failure of the Applicant to abide by the terms and conditions of the Permit, to protect the public safety as determined by the County Engineer or by operation of law.

(C) Additional Indemnity. The Permittee that is the Owner of the Property as identified in Subsection 14.A, also agrees to defend, indemnify, and hold harmless the County, its officers, employees, and agents (the "Indemnitees") from:

1. All claims, demands, suits, liabilities, damages, losses, costs, or expenses including, but not limited to, attorney's fees that the Indemnitees may sustain or incur on account of any damage to or destruction of any property that the County may own or in which it may have an interest;
2. All claims, demands, suits, liabilities, damages, losses, costs or expenses including, but not limited to, attorney's fees on account of any damage to or destruction of any property belonging to any person, firm or corporation; and
3. All claims, demands, suits, liabilities, damages, losses, costs, or expenses including, but not limited to, attorney's fees on account of any damage resulting from injury to or death of any person or persons;

which arise out of or are in any way connected with the installation, construction, alteration, placement of any object or fixture; or the planting or placement of any vegetation; or the modification of the previous existing construction in the Public Right of Way under this Permit.

15. (A) Miscellaneous Provisions.

1. This permit authorizes construction of a new 25 ft wide asphalt approach to McNamee at at the East Side of the property at 13195. As noted in Multnomah County Design and Construction Manual (DCM), driveway must not encroach on any neighboring frontage, and the top of the driveway ramp must start at least 0.6 meters (2 feet) from the property line. The driveway location is shown on attached site plan.
2. The individual/contractor doing the work under this permit is required to notify this office (503-988-3582) for inspection 24 hours prior to any work being done under this permit. Leave message with permit number, location, name of caller, and phone number if necessary.
3. The driveway access is to be asphalt from right-of-way (ROW) to edge of road pavement. ROW width for this road is (use maps and DCM to determine width based on functional class). Asphalt approach should be paved from edge of roadway to X feet from centerline (based on ROW width)
4. The asphalt shall meet requirements provided in Multnomah County standard general detail (see attached). The existing edge of the road pavement shall be sawcut a minimum of 2 feet deep or as directed by the County inspector to provide a clean butt-joint between old and new asphalt pavement.
5. Immediately prior to placing the final asphalt wearing surface, the existing pavement shall be cleaned, removing all loose material, and coated with hot liquid asphalt tack coat to ensure a bond with the new asphalt surfacing. The restored pavement shall be finished to a smooth riding surface and to the grade of the surrounding undisturbed pavement. The final pavement joints are to be sealed and sanded.
6. The County inspector shall be contacted 24 hours prior to paving the driveway connection to the County Road.
7. Driveway shall comply with DCM standard details for driveways (see attached).
8. Traffic Control is the responsibility of the Permittee/Contractor if impacting traffic and shall be performed in accordance with the Manual of Uniform Traffic Control Devices and Oregon supplements. Additional traffic signing may be required as the field situation dictates.
9. The Permittee shall correct all construction work that does not conform to County standards. The County inspector may require additional work to return the right-of-way to "as good" or "better" condition.
10. Any sign or other improvement in the right-of-way damaged or removed as a consequence of construction shall be replaced according to Multnomah County standards and specifications.
11. Permittee/Contractor may not store materials in the right-of-way unless permitted.

(B) Permittee's Initials for Signature: _____

WA 9/9/19

(Add any specific special terms or conditions unique to the Permit Site here. Permittee must initial here to indicate acceptance of the additional special terms and conditions. Add additional sheets as necessary.)



Transportation Division
 1600 SE 190th Ave
 Portland OR 97233
 Ph: 503-988-5050 Fax: 503-988-3389
 multco.us/transportation-planning

**TRANSPORTATION
PLANNING REVIEW**

TO THE APPLICANT

Multnomah County Road Rules govern the administration of roads under the jurisdiction of Multnomah County. These rules provide the link between the County Code provisions of MCC 29.500, *et seq.* and the Design and Construction Manual adopted under the provisions of these rules pursuant to MCC 29.571.

Submit this form to the County Transportation Planning Specialist along with a site plan of the development that also shows driveway information. After the Transportation Planning Specialist signs this form and attaches a draft memorandum and/or findings, include it with your application, along with the signed site plan.

Address of Site: 13195 NW McNamee Rd "R" #: 652211
 Description of Proposed Use: Permit Existing driveway
 Pre-Filing No.: _____ Land Use Case No.: _____
 Applicant Name: David Ivy/Dieter Waiblinger Phone: 808-280-0272
 Address: 1216 SE Water Ave. Email: david@genkilounge.com
 City: Portland State: OR Zip Code: 97214

TRANSPORTATION REVIEW

The County Transportation Planning Specialist will initial the appropriate boxes below to confirm which of the standards of the County Road Rules have been met. This form is to stay with all building plans through the permit review process.

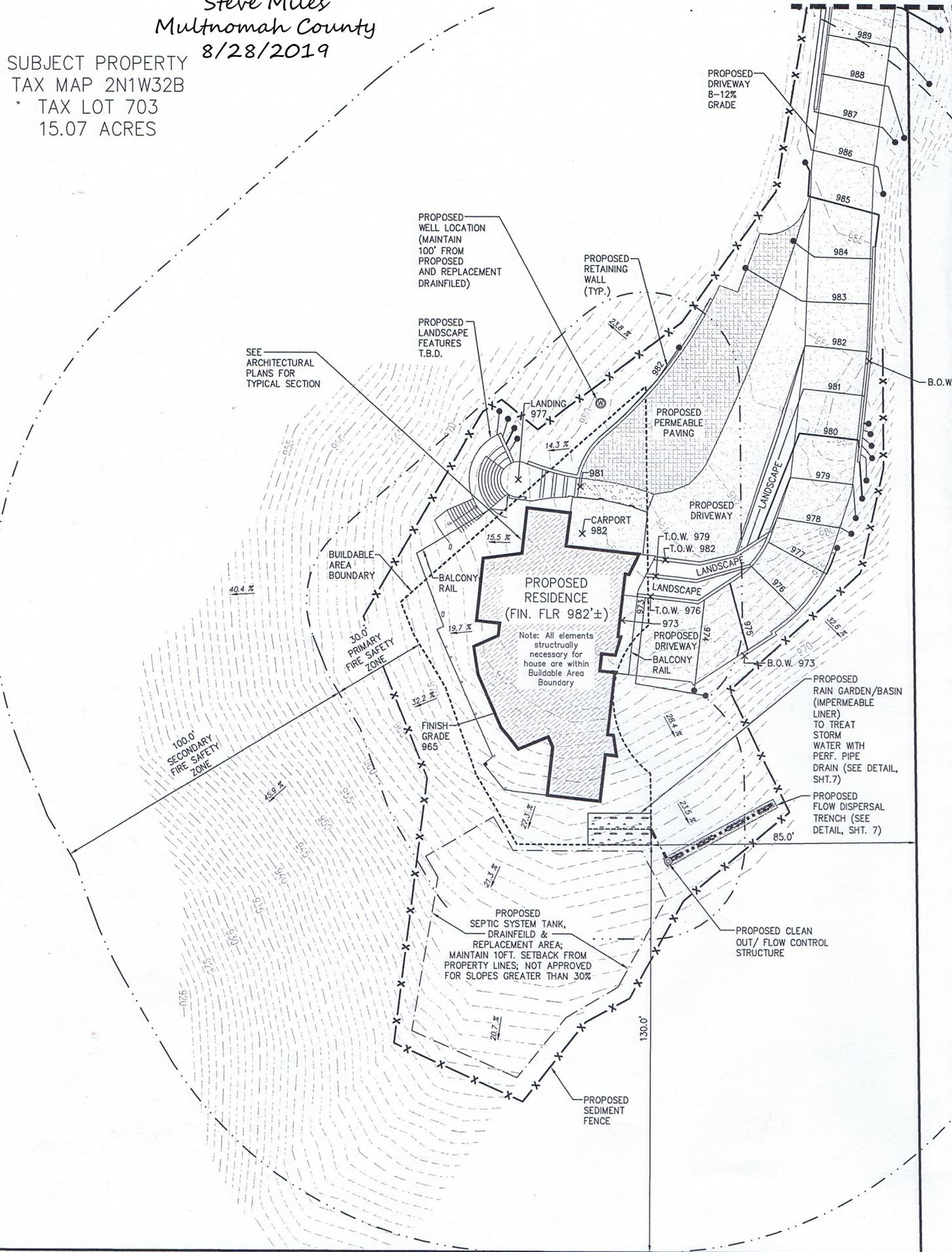
- Ok to issue permit. Staff Initials SM Transportation Impact Fee: Paid Not Paid
- Approved site plan is attached with signature.
- Not ok to issue permit. The following conditions need to be met: _____

	YES	NO	N/A	Initials
1. Access exists and is permitted. Access permit #: <u>83317</u>	X			SM
2. All conditions of <u>EP-2019-12122</u> (case #) have been met.	X			SM
3. The proposal involves a new or reconfigured access onto a road under County jurisdiction:				
a) The new or reconfigured access meets the access spacing standards in the Design and Construction Manual.				
b) The proposed driveway width conforms to the dimensions laid out in the Design and Construction Manual.				
c) The minimum sight distance is equal to the standards in the Design and Construction Manual.				
4. The proposal results in a transportation impact as defined by Section 5.300 of the Multnomah County Road Rules:		X		SM
a) Right-of-way and/or easement dedications are necessary to bring the affected, existing, created or planned public streets and other facilities within and abutting the development to the current County standard.				
b) A pro-rata share of improvements along all of the site's road frontage(s) are required (e.g. street widening, utility cut restoration, curbs and sidewalks, etc.).				
c) Off-site improvements will be required.				
d) Deed restrictions and/or easements will be required.				
5. A Transportation Impact Study is required:		X		SM
a) The proposed scope of the study must be submitted.				
6. A Variance to the Road Rules or Design and Construction Manual is required. Variance has been submitted. File No: _____		X		SM

Reviewed By
Steve Miles
Multnomah County
8/28/2019

SUBJECT PROPERTY
TAX MAP 2N1W32B
TAX LOT 703
15.07 ACRES

M A



PROPOSED WELL LOCATION (MAINTAIN 100' FROM PROPOSED AND REPLACEMENT DRAINFIELD)

PROPOSED RETAINING WALL (TYP.)

PROPOSED LANDSCAPE FEATURES T.B.D.

SEE ARCHITECTURAL PLANS FOR TYPICAL SECTION

PROPOSED RESIDENCE (FIN. FLR 982'±)

Note: All elements structurally necessary for house are within Buildable Area Boundary

BUILDABLE AREA BOUNDARY

30.0' PRIMARY FIRE SAFETY ZONE

100.0' SECONDARY FIRE SAFETY ZONE

PROPOSED SEPTIC SYSTEM TANK, DRAINFIELD & REPLACEMENT AREA; MAINTAIN 10FT. SETBACK FROM PROPERTY LINES; NOT APPROVED FOR SLOPES GREATER THAN 30%

PROPOSED SEDIMENT FENCE

PROPOSED DRIVEWAY 8-12% GRADE

PROPOSED PERMEABLE PAVING

PROPOSED DRIVEWAY

LANDSCAPE

PROPOSED DRIVEWAY

BALCONY RAIL

PROPOSED RAIN GARDEN/BASIN (IMPERMEABLE LINER) TO TREAT STORM WATER WITH PERF. PIPE DRAIN (SEE DETAIL, SHT.7)

PROPOSED FLOW DISPERSAL TRENCH (SEE DETAIL, SHT. 7)

PROPOSED CLEAN OUT/ FLOW CONTROL STRUCTURE

B.O.W.

CH LINE

NOTES

- 1. THE FIELD WORK WAS PERFORMED DURING AUGUST 2017.
- 2. ELEVATIONS ARE ON AN ASSUMED DATUM BASED ON GOOGLE EARTH APPROXIMATION.

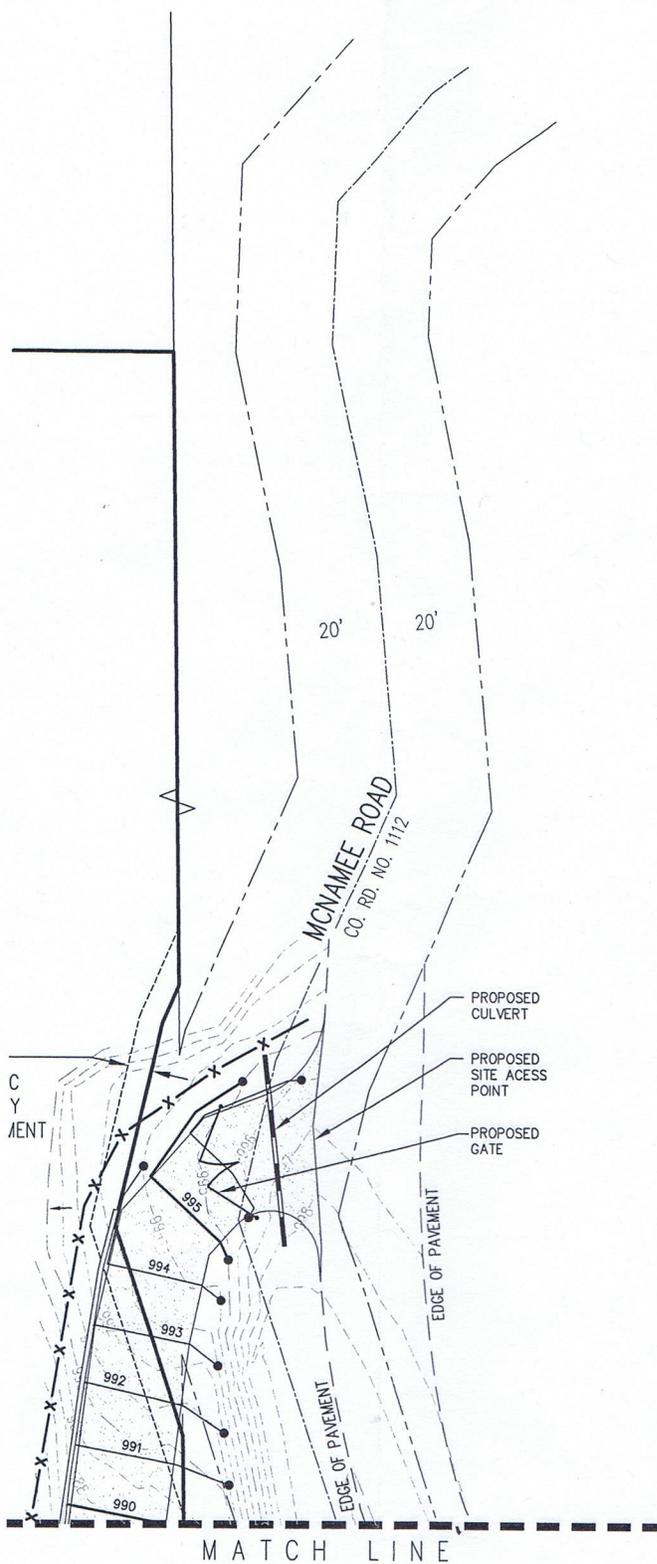
M ENGINEERS
Engineering & Planning
 3409 NE John Olsen Avenue
 Hillsboro, OR 97124
 503.601.4401

FOR: DIETER WAIBLINGER
 609 NE 84TH CIRCLE
 VANCOUVER, WA 98665
 503-730-6453
 SITE: TAX MAP 2N1W32B
 TAX LOT 703
 MULTNOMAH COUNTY, OREGON

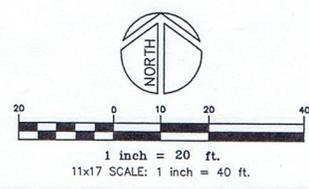
WAIBLINGER M49 RENEWAL
 NO612
 PRELIMINARY GRADING &
 EROSION CONTROL PLAN

REVISION	BY	DATE
1		
2		
3		
4		
5		
6		
7		

DESIGNED	DRAWN	REVIEWED	SUBMITTAL



Reviewed By
 Steve Miles
 Multnomah County
 9/11/2019



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

- 9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

- b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

MULTNOMAH COUNTY
1600 SE 190th AVE
PORTLAND OR 97233
LUP - 503-988-3043
R/W - 503-988-3582
SUR - 503-988-3600

09/12/2019 8:39AM 0005
000001#3294 JACKIE

R/W \$90.00

CHECK \$90.00

DIETER WAIBLINGER
609 NE 84TH CIR
VANCOUVER WA 98665-8163

4005

19-Z/1250 WA
99652

9/3/19

DATE

PAY TO THE
ORDER OF

Multnomah County

\$ 1,000.00

One thousand

DOLLARS



Photo
Safe
Deposit®
Details on back

Bank of America



Wealth Management Banking

ACH R/T 125000024

Use Name

Driveway Permit 13195 NW

Dieter Waiblinger

⑆ 125000024⑆ 138125273752⑆ 4005