

THIS AGREEMENT is entered into this 31st day of August, 2004, by and between the CITY OF CORVALLIS, an Oregon municipal corporation, hereinafter referred to as "City", and Qdoba Mexican Grill, hereinafter referred to as "Permittee", the promises of each being given in consideration of the promises of the other.

WHEREAS, Permittee desires to occupy the public right-of-way for the purpose of operating a sidewalk café in accordance with Chapter 8.08 of the Corvallis Municipal Code, and

WHEREAS, Chapter 8.08 of the Corvallis Municipal Code contains certain conditions for permittee as result of the City allowing this activity;

NOW, THEREFORE, the parties agree as follows:

1. Term. This permit shall be in effect from August 31, 2004, through December 31, 2004.

2. Right-of-Way Use. City hereby grants to Permittee a non-assignable right to occupy the following described right-of-way, subject to all of the terms and conditions of this Permit and Chapter 8.08 of the Corvallis Municipal Code, as currently enacted or as subsequently modified, for the purpose of operating a sidewalk café at the following location: 2001 NW Monroe Ave, Suite 105, and in a manner as shown on the attached site plan, Exhibit A, which by this reference is incorporated into and made a part of this permit.

3. Use Regulations.

- a. The permit is specifically limited to the area described in paragraph 2 above.
- b. Permittee shall assure that the operation of the sidewalk café shall be located such that there is at least six (6) feet from the outermost edge of the sidewalk café to the street curb, that also includes a minimum of three (3) feet of clear and unobstructed passageway between the sidewalk café tables, chairs and barriers and tree wells, bike racks, lamp posts, sign posts and any other fixtures or obstructions.
- c. The sidewalk and all things placed thereon shall at all times be maintained in a clean and orderly condition. Should the permittee not utilize the sidewalk as authorized for a period of 48 hours, all the tables and materials shall be removed therefrom. The operation of a sidewalk café requires that trash containers be provided on site.
- d. The sidewalk café shall not occupy or obstruct the visual clearance triangle.
- e. No signs shall be attached to any furniture or any other structure related to the operation of the sidewalk café.

4. Applicable Laws. Permittee agrees to comply with all applicable local, state and federal laws, rules and regulations related to the operation of their sidewalk café.

5. Assignability. This permit is for the exclusive benefit of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior, written consent of the other party.

6. Temporary Suspension by City. City shall have the right to temporarily suspend this permit if the public interest requires use of the right-of-way for a public event, construction, repair or any other purpose.

7. Hold Harmless. Permittee shall indemnify, protect, defend, and hold the City, its officers, agents and employees, harmless against any claim for injury or damage and all loss, liability, cost, or expense, including court costs and attorney's fees, growing out of or resulting directly or indirectly from a sidewalk café permit issued by the City of Corvallis during the term of this agreement except that resulting solely from the negligence of the City.

→ 8. Insurance. Permittee shall procure and obtain a policy of insurance naming the City of Corvallis as an additional insured with the policy limits not less than \$200,000.00 per person, \$500,000.00 per accident for bodily injury and/or property damage for all the activities and operations conducted as a result of the sidewalk permit. Permittee shall file with the City a Certificate of Insurance showing the above coverage prior to operating a sidewalk café. The certificate shall provide that the insurance company give written notice to City at least 30 days prior to cancellation or any material change in the policy and the policy shall bear the following endorsement: Without prejudice to coverage otherwise existing herein, the City of Corvallis, its officers, agents, and employees are included as additional insureds under this policy as to any claim or claims for injury to person including death, or damage to property, resulting from or growing out of the operations of the permittee within the City of Corvallis, Oregon.

9. Non-discrimination. The parties agree not to discriminate on the basis of race, religion, color, sex, marital status, family status, national origin, age, mental or physical disability, sexual orientation or source of income in the performance of this agreement.

10. Headings. The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of these regulations or permit.

11. Termination.

a. The City may repeal or amend Chapter 8.08 of the Corvallis Municipal Code, and thereby terminate or modify all sidewalk café operations. Permittee shall not obtain any property right in the continued private commercial use of the public sidewalk.

b. The City may deny, revoke, or suspend the permit upon finding that any provision of this ordinance or condition of approval will be or has been violated.

IN WITNESS WHEREOF, the City and Permittee have herewith executed their signatures.

CITY OF CORVALLIS, OREGON

By: [Signature]
Development Services Manager

Date: 9-3-04

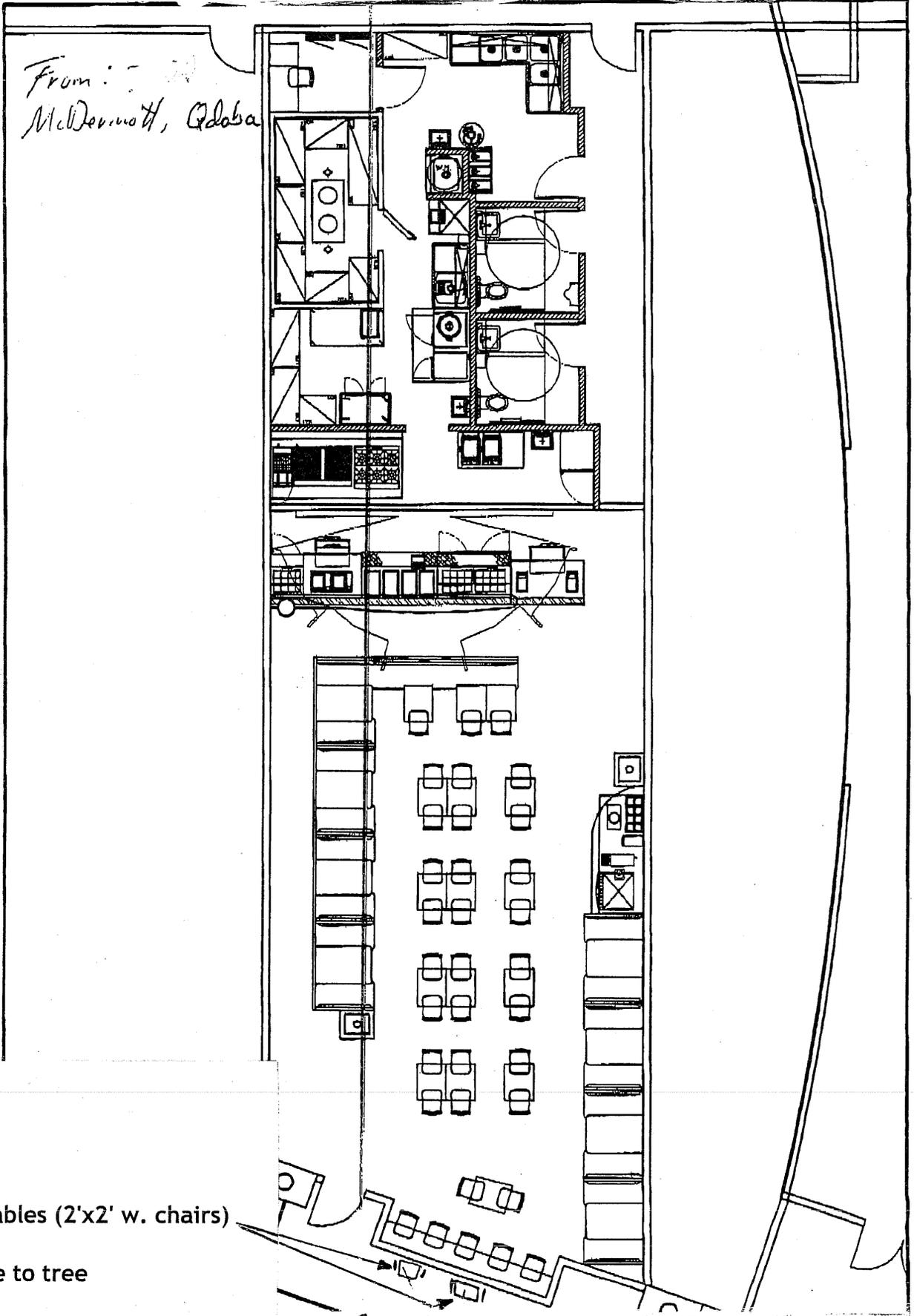
PERMITTEE

→ [Signature]

Date: 9/2/04

700
From: -
McDermott, Qdoba

PROJ. NO.	041131
DATE	6/21/04
SYNCPAN	003
SPACE PLAN	69 SEATS 2133 S.F. N.T.S.
OWNER	Qdoba
DESIGNED BY	Meridian Grill
DRAWN BY	Monroe Ave Corvallis, OR



2 outside tables (2'x2' w. chairs)

4' clearance to tree

café will be minimum of 6' to curb

CURB
← MONROE AVE

Commercial Certificate of Insurance



FARMERS

Agency
 Name • David C Cox Agency
 & • 15188 NW Central Drive Suite 208
 Address • Portland, OR 97229
 • 503-403-0181

Issue Date (MM/DD/YY) **08/31/2004**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

St. 73 Dist. 25 Agent 373

Companies Providing Coverage:

Insured
 Name • Mission Group LLC, DBA
 & • Qdoba Mexican Grill
 Address • 2001 NW Monroe Ave #105
 • Corvallis, OR 97330

- Company **A** Truck Insurance Exchange
Letter
- Company **B** Farmers Insurance Exchange
Letter
- Company **C** Mid-Century Insurance Company
Letter
- Company **D** _____
Letter

Coverages

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Co. Ltr.	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Policy Limits
B	<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> - Occurrence Version Contractual - Incidental Only Owners & Contractors Prot.	03500-43-48	09/01/2004	09/01/2005	General Aggregate \$ 2,000,000 Products-Comp/OPS Aggregate \$ 1,000,000 Personal & Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Fire Damage (Any one fire) \$ 5,000 Medical Expense (Any one person) \$ 5,000
	Automobile Liability All Owned Commercial Autos Scheduled Autos Hired Autos Non-Owned Autos Garage Liability				Combined Single Limit \$ Bodily Injury (Per person) \$ Bodily Injury (Per accident) \$ Property Damage \$ Garage Aggregate \$
	Umbrella Liability				Limit \$
	Workers' Compensation and Employers' Liability				Statutory Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

Description of Operations/Vehicles/Restrictions/Special Items:

Additional Insured listed below

Certificate Holder

Name • Development Services City of Corvallis
 & • 501 SW Madison Ave
 Address • PO Box 1083
 • Corvallis, OR 97330

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representatives.

Duth Stoltz
 Authorized Representative