

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-106**

Declaring a Portion of the Leased Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215 to be Surplus and Approving a Real Property Sublease to Housecall Providers

**The Multnomah County Board of Commissioners Finds:**

- a. By Resolution 04-063, the Board approved a lease of the property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) known as Tabor Square, from American Property Management.
- b. A portion of the leased Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, is, at this time, surplus to any County use.
- c. The attached sublease has been negotiated with Housecall Providers.
- d. It is in the best interests of the County to sublease the Property on the terms and conditions set forth in the attached sublease.

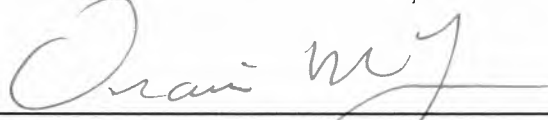
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached sublease. The County Chair is authorized to execute the sublease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the sublease and to execute amendments to the sublease without further Board action.

ADOPTED this 22nd day of July, 2004.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
John S. Thomas, Deputy County Attorney

## SUBLEASE

Date: August 1, 2004

Between: Multnomah County, Oregon ("Sublessor")  
Facilities and Property Management  
401 North Dixon Street  
Portland, Oregon, 97227-1865

And: House Call Providers ("Sublessee")  
4610 SE Belmont Street  
Portland, Oregon, 97215

Sublessor leases to Sublessee and Sublessee leases from Sublessor the following described property (the "Premises") on the terms and conditions stated below:

Approximately 1,398 square feet of exclusive office space in the building known as Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon, 97215 and as shown on the attached **Exhibit A**.

### Section 1. Master Lease

Sublessor is the lessee of the Premises by virtue of a lease, hereinafter the "Master Lease", wherein American Property Management Corp. (APM) is lessor, hereinafter the "Master Lessor". This Sublease is and shall be at all times subject and subordinate to the Master Lease and Amendments to the Master Lease, attached hereto and made a part of the Sublease as **Exhibit C**.

### Section 2. Occupancy

**2.1 Original Term.** The term of this sublease shall commence August 1, 2004, and continue through December 31, 2008, unless sooner terminated as hereinafter provided.

**2.2 Possession.** Sublessee's right to possession and obligations under this sublease shall commence on August 1, 2004. Sublessor shall have no liability for delays in delivery of possession and Sublessee will not have the right to terminate this sublease because of delay in delivery of possession except as hereinafter provided.

**2.3 Early Termination.** Either party may terminate this sublease upon written notice to the other party given not less than 180 days from the termination date.

**2.4 Renewal Option.** If the Sublessee is not in default at the time the option is exercised or at the time the renewal term is to commence, Sublessee shall have the option to renew this sublease for one term of five years, as follows:

- (1) The renewal term shall commence on the day following expiration of the preceding

term.

(2) The option may be exercised by written notice to Sublessor given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the sublease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the sublease for each renewal term shall be identical with the original term except for rent and except that Sublessee will no longer have any option to renew this Sublease. Rent shall be determined as provided in paragraph 3.2

(4) The right of renewal shall be valid only for the term the Master Lease is in full force and effect, and in the event the Master Lease is terminated for any reason, so shall be this Sublease.

### **Section 3. Rent**

**3.1 Rent.** During the first year of the original term, Sublessee shall pay to Sublessor as rent the sum of \$1,579.74 per month. All rent shall be payable without deduction or setoff of any kind on the first day of each month in advance at the address for Sublessor first above stated or at such place as may be designated by Sublessor. Rent for any partial calendar month shall be prorated based on a 30-day month.

**3.2 Rent Adjustment.** Rent during the term of this sublease and during the option period, if any, shall be adjusted as provided in the Master Lease.

### **Section 4. Use of the Premises.**

**4.1 Permitted Use.** The Premises shall be used for office and public service uses and for no other purpose without the consent of Sublessor and the Master Lessor. Such uses shall be subject to such reasonable rules and regulations as Sublessor may impose.

**4.2 Restrictions on Use.** In connection with the use of the Premises, Sublessee shall:

- (1) Conform to all requirements of the Master Lease and refrain from any activity that would be a breach of the Master Lease.
- (2) Conform to all applicable laws and regulations of any public authority affecting the Premises and correct at Sublessee's expense any failure of compliance created through Sublessee's fault or by reason of Sublessee's use.
- (3) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Sublessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Sublessor to obtain reduced premium rates for long-term fire insurance policies, unless Sublessee pays the additional cost of the insurance.

- (4) Refrain from any use that would be reasonably offensive to other sublessees or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the property.
- (5) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Sublessor.
- (6) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof without the written consent of Sublessor.

**4.3 Hazardous Substances.** Sublessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Sublessee may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 4.1. Sublessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Sublessee's reasonably anticipated needs. Sublessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Sublease, Sublessee shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

**4.4 Parking.** Sublessee, its employees, and clientele shall have the use of parking as determined by Sublessor in accordance with **Exhibit B**.

## **Section 5. Repairs and Maintenance**

### **5.1. Sublessor and Sublessee Responsibilities**

(1) Sublessor shall require Master Lessor to provide such maintenance and repairs as are imposed on Master Lessor under the Master Lease. Sublessor shall have met this obligation if, upon receipt of written notice from Sublessee of a condition requiring maintenance and repair, Sublessor shall have forwarded such notice to the Master Lessor with a request that the work described in the notice be done.

(2) Sublessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Sublease, excepting only reasonable wear attributable to Sublessee's use.

(3) Sublessee shall make any repairs necessitated by the negligence of Sublessee, its agents, employees, and invitees.

**5.2 Inspection of Premises.** Sublessor shall have the right to enter upon the Premises at any time to determine Sublessee's compliance with this sublease, to make necessary repairs or to show the Premises to any prospective sublessee, and in addition shall have the right, at any time during the last two months of the term of this sublease, to place and maintain upon the Premises notices for leasing the Premises.

## **Section 6. Condition of Premises; Alterations**

**6.1 Condition; Improvements.** Sublessee accepts the Premises AS IS. Sublessee acknowledges and agrees that neither Sublessor nor Master Lessor has undertaken any obligation to make nor agreed to make any alteration or improvement to the Premises for Sublessee's use or occupancy thereof. If Sublessee desires to alter or improve the Premises in any way, Sublessee shall first obtain Sublessor's and Master Lessor's prior written consent to any such alteration or improvement, and any such alterations or improvements shall be made in accordance with the Master Lease.

**6.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Sublessor or Sublessee shall be the property of Sublessor when installed unless the applicable Sublessor's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Sublessee shall, at Sublessor's option, be removed by Sublessee at Sublessee's expense and the Premises restored unless the applicable Sublessor's consent specifically provides otherwise.

## **Section 7. Insurance**

**7.1 Insurance Required.** Sublessee, at its expense, shall maintain at all times during the Term of this Sublease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, covering bodily injury and property damage on an "occurrence" form with \$1,000,000 minimum combined single-limit coverage. Multnomah County, its agents, officers and employees shall be named as additional insureds on the policy by endorsement. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. All policies of insurance shall be issued by good, responsible companies, reasonably acceptable to Sublessor.

**7.2 Increase in Coverage.** Sublessor may from time to time require that the amount of commercial general liability insurance be increased so that the amount adequately protects Sublessor's interests.

**7.3 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other.

## **Section 8. Taxes**

**8.1 Property Taxes.** Sublessee shall pay as due all taxes, assessments and levies on the Premises and all personal property located on the Premises. As used in this section, real property taxes include any fee or charge relating to the use, occupation, or rental of the Premises, other than taxes on the net income of Sublessee.

**8.2 Sublessee Responsibility for Filing Claim for Exemption.** If Sublessee is entitled to an exemption from payment of taxes, Sublessee shall be responsible for obtaining the appropriate exemption. Sublessee shall provide proof of such exemption to Sublessor upon receipt of notice of approval of the exemption.

**8.3 Special Assessments.** If an assessment for a public improvement is made against the Premises, Sublessor may elect to cause the assessment to be treated the same as general real property taxes under section 8.1.

**8.4 Contest of Taxes.** Sublessee may contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk to Sublessor's interest in the Premises.

**8.5 No Proration of Taxes.** Sublessee shall pay taxes for any tax year in which this lease is in effect on July 1 without proration.

**8.6 New Charges or Fees.** If a new charge or fee relating to the possession or use of the Premises is assessed or imposed, then, to the extent permitted by law, Sublessee shall pay such charge or fee. However, Sublessee has no obligation to pay any charge or fee based on the income derived by Sublessor from this lease.

**Section 9. Services and Utilities.** Sublessee shall not be responsible for payment of utilities janitorial supplies and services, window washing, trash removal, recycling or snow removal.

## **Section 10. Sublessee's and Sublessor's Representations**

**10.1** Sublessee acknowledges the provisions of the Master Lease and agrees to take the Premises subject to all the terms and conditions of the Master Lease, to use the Premises within the restrictions provided by the Master Lease, and to comply with all terms of the Master Lease, as if Sublessee were the tenant and Sublessor were the landlord under the Master Lease, except that Sublessee's rent shall be equal to the amount set forth in Section 3 of this Sublease.

**10.2** Sublessor represents and warrants that **Exhibit C** contains a true, correct, and complete copy of the Master Lease and all amendments to the Master Lease. Sublessee acknowledges and agrees that it has read and is familiar with the terms of the Master Lease and all amendments to the Master Lease.

## **Section 11. Liens**

**11.1** Except with respect to activities for which Sublessor is responsible, Sublessee

shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Sublessee fails to pay any such claims or to discharge any lien, Sublessor may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Sublessor and shall be payable on demand. Such action by Sublessor shall not constitute a waiver of any right or remedy, which Sublessor may have on account of Sublessee's default.

**11.2** Sublessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Sublessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Sublessee shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Sublessor cash or sufficient corporate surety bond or other surety satisfactory to Sublessor in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**Section 12. Indemnification.** Sublessee hereby agrees to indemnify, defend, protect, and hold harmless Sublessor and Master Lessor from and against any and all losses, liabilities, claims, costs, and expenses (including reasonable attorney fees) arising out of or in any way related to Sublessee's failure to perform its obligations under this Sublease or arising out of use of the Premises by Sublessee or its agents, employees, contractors, customers, or invitees.

**Section 13. Assignment and Subletting.** Sublessee shall not assign its interest under the Sublease nor sublet all or any portion of the Premises without first obtaining Sublessor's and Master Lessor's prior written consent. If Master Lessor approves further subleasing or assignment by Sublessee, Sublessor shall not unreasonably withhold its consent. No assignment or sublease shall release Sublessee from its obligations under this Sublease.

**Section 14. Default.** The following shall be events of default:

**14.1 Default in Rent.** Failure of Sublessee to pay rent or other charge within 10 days after it is due.

**14.2 Default in Other Covenants.** Failure of Sublessee to comply with any term or condition or fulfill any obligation of this sublease (other than the payment of rent or other charges) within 20 days after written notice by Sublessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Sublessee begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**14.3 Insolvency.** Insolvency of Sublessee; an assignment by Sublessee for the benefit of creditors; the filing by Sublessee of a voluntary petition in bankruptcy; an adjudication that Sublessee is bankrupt or the appointment of a receiver of the properties of Sublessee; the filing of any involuntary petition of bankruptcy and failure of Sublessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Sublessee to secure discharge of the attachment or release of the levy of

execution within 10 days shall constitute a default. If Sublessee consists of two or more individuals or business entities, the events of default specified in this Section 14.3 shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Sublessor that they have unconditionally acquired the interest of the one causing the default. If this sublease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Sublessee under this sublease.

**Section 15. Remedies on Default.** In the event of default by Sublessee, this Sublease may be terminated at the option of Sublessor by written notice to Sublessee. Whether or not this Sublease is terminated by the election of Sublessor, Sublessor shall be entitled to pursue any remedies available to Sublessor under applicable law.

## **Section 16. Surrender at Expiration,**

**16.1 Condition of Premises on Termination.** Upon expiration of the sublease term or earlier termination on account of default, Sublessee shall deliver all keys to Sublessor and surrender the Premises in first-class condition and broom clean. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Sublessee is responsible shall be completed to the latest practical date prior to such surrender.

**16.2 Removal of Possessions.** Prior to expiration or other termination of the sublease term Sublessee shall remove all furnishings, furniture, and trade fixtures that remain its property. If Sublessee fails to do so, this shall be an abandonment of the property, and Sublessor may retain the property and all rights of Sublessee with respect to it shall cease or, by notice in writing given to Sublessee within 20 days after removal was required, Sublessor may elect to hold Sublessee to its obligation of removal. If Sublessor elects to require Sublessee to remove, Sublessor may effect a removal and place the property in public storage for Sublessee's account. Sublessee shall be liable to Sublessor for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Sublessor.

## **16.3 Holdover**

- (1) If Sublessee does not vacate the Premises at the time required, Sublessor shall have the option to treat Sublessee as a sublessee from month to month, subject to all of the provisions of this sublease. Failure of Sublessee to remove fixtures, furniture, furnishings, or trade fixtures that Sublessee is required to remove under this sublease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another sublessee or with occupancy by Sublessor for any purpose including preparation for a new sublessee.
- (2) If a month-to-month tenancy results from a holdover by Sublessee under this



Section 16.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Sublessor given not less than 20 days prior to the termination date which shall be specified in the notice. Sublessee waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 17. Miscellaneous**

**17.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**17.2 Notices.** Any notice required or permitted under this sublease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this sublease or to such other address as may be specified from time to time by either of the parties in writing.

**17.3 Recordation.** This sublease shall not be recorded without the written consent of Sublessor.

**17.4 Risk of Loss.** Sublessee shall be fully responsible for and shall assume all risk of loss of its personal property, furniture, fixtures, equipment, and furnishings in the Premises.

**17.5 Time of Essence.** Time is of the essence of the performance of each of Sublessee's obligations under this sublease.

**17.6 Confidentiality of Business Information.** Sublessor and Sublessee acknowledge that Sublessor's use of the Premises and Sublessee's permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature, and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. Sublessor and Sublessee, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. Sublessor and Sublessee acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the Sublease, for which the non-violating party may terminate the Sublease and for which additional remedies may also be available.

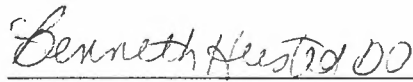
**17.7 Master Lessor's Consent to Sublease.** The Master Lessor under the Master Lease, hereby consents to the foregoing Sublease without waiver of any restriction in the Master Lease concerning further assignment of subletting. Master Lessor certifies that, as of the date of Master Lessor's execution hereof, Sublessor, is not in default or breach of any of the provisions

of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the foregoing Sublease. Sublessee's agreement to perform such obligations shall not release Sublessor of its primary and unconditional liability for payment of rental and other charges and performance of Sublessor's obligations as Tenant under the Master Lease during the full term of the Master Lease.

Sublessor:  
MULTNOMAH COUNTY

By:   
Diane Linn, County Chair

Sublessee:  
HOUSE CALL PROVIDERS

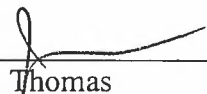
By: 

Title: Executive Medical Director

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

Master Lessor:  
AMERICAN PROPERTY  
MANAGEMENT CORP.

By:   
John S. Thomas  
Deputy County Attorney

By: \_\_\_\_\_  
Douglas D. Lindholm  
Vice President of Commercial Property

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 07.22.04  
DEBORAH L. BOGSTAD, BOARD CLERK

## Occupant Information

① Space 1  
1,398 SqFt  
House Call Providers  
Exclusive Use Space

# Tabor Square Office Building - 409

4610 SE Belmont Street  
Portland, Oregon 97215

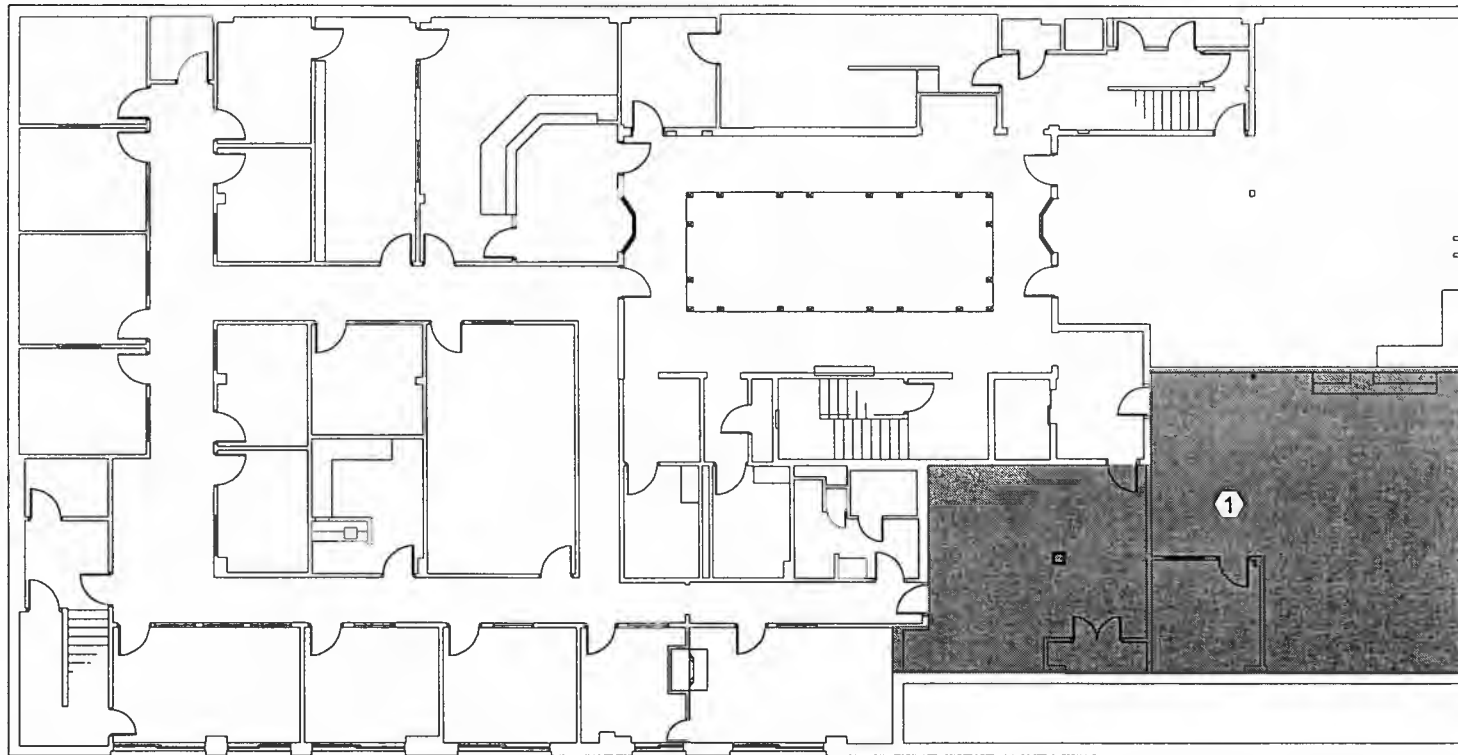


Exhibit A

Lower Level 1

Measured by: Brett Taute  
Date: 29 June 2004  
Control # X-05-014



## EXHIBIT B

### TABOR SQUARE BUILDING: PARKING PLAN FOR SUBLESSOR AND SUBLESSEES AUGUST 2004

1. Guiding Principles for Parking Allocation and Assignment:
  - Client and Guest parking is the priority.
  - No staff parking in client areas at any time.
  - Parking will be managed on an ongoing basis, by the County DCHS.
2. Tabor Building Adjacent Building Parking Lots:
  - Allocation, assignment, and marking of parking spaces in the two parking lots adjacent to the building will be by the County DCHS.
  - Distribution and location of parking for Disabled, Handicapped, Special Assistance, Tri-Met Lift-Buses, and Loaves & Fishes "MOW" drivers will be determined by County DCHS.
  -
3. Tabor Building Satellite Parking Lot:
  - Allocation, assignment, and marking of parking spaces in the satellite parking lot will be as follows:
    - All parking spaces (43 spaces) will be available to all County, DCHS-Partners, Tabor Square clients and guests on a "first-come" basis.
    - If parking congestion or conflicts occur, the County DCHS will study the situation and then allocate, assign, and mark parking spaces as necessary.
4. Parking Plan Review:
  - The Tabor Square Parking Plan will be reviewed in July of each year by the County DCHS.
  - Allocation, assignment, and marking of parking spaces will be assessed and modified as necessary based upon parking needs and parking issues.

**EXHIBIT C**

**MASTER LEASE AND AMENDMENTS**



## MULTNOMAH COUNTY OREGON

---

DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES  
FACILITIES AND PROPERTY MANAGEMENT DIVISION  
401 N DIXON ST  
PORTLAND, OREGON 97227  
(503) 988-3322

BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO DE STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

---

**TABOR SQUARE BUILDING**  
**4610 SE BELMONT STREET**  
**PORTLAND, OR 97215**

AMERICAN PROPERTY MANAGEMENT  
AGENT FOR WESTON INVESTMENT CO.

**ORIGINAL LEASE:**

August 1, 1993 to December 31, 2003

**FIRST AMENDMENT:**

June 24, 1997 to December 31, 2003

**SECOND AMENDMENT:**

January 1, 2004 to December 31, 2008  
(Executed May 13, 2004)

# MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM

LEASE TYPE: Revenue ☐ Expense **XX** County Owned ☐ Renewal **XX**  
Tax Exemption Filing: **XX** Yes No

**COPY**

LEASE NAME: TABOR SQUARE BUILDING (APM: #C-01-285-6688-02) (MC: L-04 / B-409)  
LEASE AGREEMENT, July 8, 1993  
FIRST AMENDMENT, June 24, 1997  
SECOND AMENDMENT, April 21, 2004 (BCC Resolution 04-063, May 13, 2004)

LESSOR: AMERICAN PROPERTY MANAGEMENT CORP., Agent for Weston Investment Co. LLC  
Local Address: 2154 NE Broadway, Portland, OR, 97232  
P.O. Box 12127, Portland, OR 97212  
Contact: Jackie Mullen, Doug Lindholm Phone: 503-281-7779 Fax: 503-460-2616  
LESSOR Taxpayer ID: 93-1173413 VENDOR No: 15999

LESSEE: MULTNOMAH COUNTY, OREGON  
Address: 401 N. Dixon Street, Portland, Oregon, 97227-1865  
Phone: 503-988-3322  
COUNTY: Department of County Human Services, Aging & Disability Services Section  
Contact: Steve Bullock, X26344 Scott Henderson, X22798  
Address of lease and purpose: 4610 SE Belmont Street, Portland, OR 97215  
DCHS-ADS Offices and Senior Services Center

LEASE Commencement Date: August 1, 1993 Expiration: December 31, 2003  
2<sup>nd</sup> AMENDMENT Commencement Date: January 1, 2004 Expiration: December 31, 2008  
Execution Date: May 13, 2004

Monthly Payment Terms:	Base Rents/mo	Other Charges/mo	FY Annual Total
FY 03-04 Jan-Jun	\$27,115.46	\$000	\$162,693
est.*: FY 04-05	\$27,900	\$000	\$334,800
est.*: FY 05-06	\$28,750	\$000	\$345,000
est.*: FY 06-07	\$29,650	\$000	\$355,800
est.*: FY 07-08	\$30,500	\$000	\$366,000
est.*: FY 08-09 Jul-Dec	\$31,500	\$000	\$189,000
<b>Total Amount of Lease Agreement:</b>			<b>\$1,753,293</b>

\*est.: 2<sup>nd</sup> Amendment, Article 5: Rental Adjustment in August will be based on May CPI, US City Average

Business Area	Cost Center/WBS	Project/File Number	CO. Bldg #/Name
3505	B409 BASE / 60210	L-04	MC 00079 / B-409

## Required Signatures

Date:

Department Head

*Jerry Monte by AS*

5/21/04

Property Management

*[Signature]*

5/20/04

County Counsel

See Executed Lease Amendment

May 13, 2004

County Chair

See Executed Lease Amendment

May 13, 2004

Contract Number: 4600001465

(from SAP O/A #) Req# N/A



# AMERICAN PROPERTY MANAGEMENT CORP.

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone 503-281-7779 Fax 503-460-2616

## SECOND AMENDMENT TO LEASE LEASE EXTENSION

April 21, 2004

**COPY**

AMERICAN PROPERTY MANAGEMENT Account #C-01-285-6688-02  
MULTNOMAH COUNTY Lease # L-04 / Building # B-409

It is mutually agreed that the Lease Agreement dated July 9, 1993 and the First Amendment to Lease, dated June 24, 1997, ("collectively the "LEASE"), between AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of WESTON INVESTMENT CO., L.L.C. ("LESSOR"), and Multnomah County Oregon, a political subdivision of the State of Oregon ("LESSEE"), for 4610 SE Belmont Street, consisting of approximately 26,984 rentable square feet ("Premises") in the Tabor Square Office Building located at 4610 SE Belmont Street, Portland, Oregon 97215 ("Building") is hereby modified as follows:

If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this Second Amendment to Lease shall control.

### **Article 1: LEASE TERM**

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the Lease term shall be extended for a period of five (5) years and shall terminate December 31, 2008 ("Extension Term").

### **Article 2: INITIAL BASE RENTAL**

Page One of the LEASE shall be amended with the addition of the following:

Commencing January 1, 2004 the initial base rental for the Extension Term shall be \$27,115.46 per month.

The LESSEE shall submit with this signed Second Amendment to Lease, the base rent for the first month of the Extension Term equal to \$27,115.46.

### **Article 3: REPAIRS AND IMPROVEMENTS**

Section 6.1 of the LEASE, "Repairs and Improvements," shall be amended with the addition of the following:

6.1(a) For Building operations, maintenance, and repairs, LESSEE shall provide notice under this Section to LESSOR'S Commercial Property Manager ("LCPM"). For purposes of this Section, LESSEE shall designate one individual employee to be the LESSEE'S Facility Property Manager, ("FPM"), and shall provide LESSOR with the



name of the FPM. LESSEE reserves the right to designate another FPM if the original FPM is reassigned or leaves LESSEE'S employ. In the event the designated FPM is unavailable, LESSEE reserves the right to assign another FPM as contact.

6.1(b) HVAC seasonal adjustments and other HVAC system repair and maintenance shall be performed by LESSOR at LESSOR'S sole cost, as needed after LESSEE'S FPM contacts LESSOR'S LCPM. The LCPM shall respond at the Premises by the next business day after receipt of notice by the FPM during business hours. For purposes of this Section receipt of notice shall be established by confirmation by LESSEE that notice sent was received at LESSOR'S Fax Number or personal delivery to LESSOR. Business days and hours for HVAC system issues shall be defined as Monday at 8:00am through Friday at 5:00pm (except holidays). After assessing the situation the LCPM will prepare a work order for the LESSOR'S service department, who will perform the work order within three (3) business days, provided the necessary parts are readily available.

6.1(c) Notwithstanding anything provided herein to the contrary, if the HVAC, Mechanical, Plumbing, Electrical, or other necessary system or major component or equipment thereof fails or is non-operational, LESSOR'S LCPM and service department shall respond within the same day of LESSEE'S notice if possible, if not possible no later than the next business day from receipt of notice. LESSOR shall use its best efforts to immediately assess repairs necessary and commence and complete repairs with all deliberate speed

#### **Article 4:     PARKING**

Section 21.1 of the LEASE, "Parking", shall be replaced with the following:

LESSEE shall have the use of the following parking spaces:

##### **Tabor Square Satellite Lot:**

The 43 exclusive regular spaces on a portion of the off-site satellite parking lot located approximately one block west of the building on SE Belmont Avenue and SE 43rd; as shown on the original LEASE Exhibit B-1,

##### **Tabor Square On-Site East Lot:**

The eight (8) exclusive spaces in the east parking lot adjacent to the building; as shown on the original LEASE Exhibit B-2

##### **Tabor Square On-Site South Lot:**

The 13 exclusive spaces in the parking lot directly behind the building; as shown on the original LEASE Exhibit B-3,

The six (6) non-exclusive spaces rented month to month by the LESSOR for the exclusive use of the LESSEE. In the event the LESSOR'S month to month lease for the six parking spaces is terminated, the LESSOR shall reduce the LESSEE'S rental obligation in an amount consistent with the LESSOR'S actual cost to rent the lost parking spaces. The four (4) non-exclusive spaces, as of January 1, 2004, should be available on a first come, first serve basis as shown on the original LEASE Exhibit B-3 and the attached Exhibit B-4. In the event of a dispute with the adjacent property owner, LESSOR will do everything possible to assure LESSEE use of said four non-exclusive spaces.

The LESSEE shall be allowed to re-stripe the exclusive parking spaces to meet LESSEE'S needs with LESSOR'S consent in writing, which shall not unreasonably be withheld.

#### **Article 5: RENTAL ADJUSTMENT**

Section 29.1 of the LEASE, "Rental Adjustment", shall be replaced with the following:

The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), as of May 2003 and the same Consumer Price Index May 2004, and on the same month of each year of the LEASE term thereafter. Such information will be secured from the U.S. Bureau of Labor Statistics. Base rent will be increased by the annual Consumer Price Index increase, not to exceed 5%, on every Rental Adjustment Date (30.1) thereafter during the five (5) year extension term.

#### **Article 6: RENTAL ADJUSTMENT DATES**

Section 30.1 of the LEASE, "Rental Adjustment Dates", shall be amended with the following:

The rental adjustment dates will be:

August 1, 2004

August 1, 2005

August 1, 2006

August 1, 2007

August 1, 2008

#### **Article 7: INTERIOR DESIGN & MODIFICATION**

Section 34.1 of the LEASE, "Interior Design & Modification", and Section 40.1 of the LEASE, "LESSOR Agreed Tenant Improvements", shall be amended with the following:

See Exhibit "D-1," "D-2," and "D-3" Floor Plan and Exhibit "E-1" Interior Space Work Agreement, incorporated herein by reference.

The LESSOR shall provide the Tenant Improvements as described in Exhibits "D-1", "D-2", "D-3", and "E-1" at the LESSOR'S sole expense. The LESSOR shall be responsible for coordinating the tenant improvements after receiving prior written notice from LESSEE no later than twelve (12) months after the Commencement Date. If written notice is not received by December 31, 2004, this Article 7 will become null and void and of no further cause or effect. The LESSEE'S contact person for scheduling tenant improvements is the FPM. If LESSOR arrives to perform tenant improvements on a mutually agreed date and LESSEE is unable to proceed at such time, the LESSOR shall have the option to reschedule at least thirty (30) days out and charge LESSEE a \$150.00 rescheduling fee.

If any provisions contained in this Exhibit "E-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE, the provisions contained in this Exhibit "E-1" Interior Space Work Agreement shall control.

Exhibit "G" Wheelchair Access G1/G2

## **Article 8: JANITORIAL SPECIFICATIONS**

The LEASE shall be amended by the addition of the following as Subsection 5.1(b):  
Janitorial specifications are attached as Exhibit "H."

## **Article 9: ICE SNOW AND DEBRIS REMOVAL**

The Lease shall be amended by the addition of the following as 5.1(c) :

LESSOR will be responsible for the removal of ice, snow or other debris from the areas identified in the attached Exhibit "I" as the debris removal area. In addition, LESSOR shall be responsible for the removal of ice, and snow from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B" in the same manner as described above, except LESSEE shall reimburse LESSOR for the reasonable costs incurred. LESSOR shall be responsible for the regular maintenance, including the removal of debris from the Parking Lots identified in Article 4 of this Amendment and in Exhibits "B."

LESSOR will maintain a first response automatic deployment contract with a snow and ice control company through the LEASE term.

## **Article 10: EXPIRATION OF OFFER**

This offer to extend LESSEE'S LEASE shall expire at the sole option of the LESSOR if this Second Amendment to Lease is not signed by the LESSEE and delivered to the LESSOR with no changes and accompanied by appropriate pre-paid monies by May 14, 2004.

The signing of this Second Amendment to Lease by the parties hereto constitutes a Lease between them incorporating all of the terms and conditions contained in the original LEASE heretofore made between LESSEE and LESSOR, or LESSOR'S predecessor in interest, except as modified by the terms of this Second Amendment to Lease. If any provisions contained in this Second Amendment to Lease are inconsistent with any other provisions of the original LEASE, the provisions in this Second Amendment to Lease shall control. This Second Amendment to Lease is to be attached to the original LEASE, which is to be deemed a part of it. This Second Amendment to Lease shall not be binding at the sole option of the LESSOR if, as of the commencement date of the Extension Term herein, the LESSEE is in default under any of the provisions of the original LEASE above described.

## **Article 11: CONFIDENTIALITY OF BUSINESS INFORMATION**

LESSOR and LESSEE acknowledge that LESSEE'S permitted use of the Premises may include the creation, management, and retention of business information of a personal or confidential nature and that the unauthorized acquisition or disclosure of such information may be grounds for civil and/or criminal liability. LESSOR and LESSEE, for themselves, their agents, employees and contractors, agree that, subject to the Oregon Public Records Law, ORS chapter 192, they will refrain from any action that reasonably would be deemed to jeopardize the confidentiality of business information of the other party or to expose such information to disclosure, whether such information has been identified to the other party as confidential or otherwise, and will reasonably cooperate with each other to affirmatively protect the confidentiality of all information so designated as confidential or otherwise of a sensitive nature. LESSOR and LESSEE acknowledge and agree that violation of the provisions of this section, except when required under the Public Records Law, may constitute a material breach of the LEASE, for which the non-violating party may terminate the LEASE and for which additional remedies may also be available.

## **Article 12: WAIVER OF SUBROGATION**

Neither LESSOR nor LESSEE shall be liable to the other for any loss arising out of damage to or destruction of the Leased Premises or the Facility or the contents thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage. All such claims against one another for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of its respective agents, servants, or employees. Each party shall fully provide its own property damage insurance protection at its own expense, and each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, the insurance carriers involved shall not be entitled to subrogation under any circumstance.

## **Article 13: TENANT IMPROVEMENTS**

The attached Exhibit "E-1" provides specifications and plans for various improvements to the Premises. Notwithstanding Section 39.1 LESSOR shall be responsible for the costs of the identified repairs and renovations detailed in Exhibit "E-1", unless otherwise provided therein.

## **Article 14: ATTACHMENTS INCLUDED**

This Second Amendment to Lease shall include all of the following attachments hereby incorporated by this reference:

Exhibit "B-4" Tabor Square On-Site South Parking Lot  
Exhibit "D-1" First Floor Plan  
Exhibit "D-2" Second Floor Plan  
Exhibit "D-3" Lower Level Floor Plan  
Exhibit "E-1" Interior Space Work Agreement  
Exhibit "G-1" Wheel Chair Lift  
Exhibit "G-2" Wheel Chair Lift  
Exhibit "H" Janitorial Specifications  
Exhibit "I" Ice and Snow Removal

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day, the month, and the year herein below written, any corporation signature being by authority of its Board of Directors.

**LESSOR:**

**AMERICAN PROPERTY MANAGEMENT CORP.**

as agent for and on behalf of

WESTON INVESTMENT CO., L.L.C.

By: 

Douglas D. Lindholm

Vice President of Commercial Property

Date: 5.19.04

**LESSEE:**

**Multnomah County Oregon,**

a political subdivision of the State of Oregon

By: 

Diane M. Linn

County Chair

Date: 5.13.04

**COPY**

**REVIEWED:**

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By: 

Matthew O. Ryan,

Assistant County Attorney

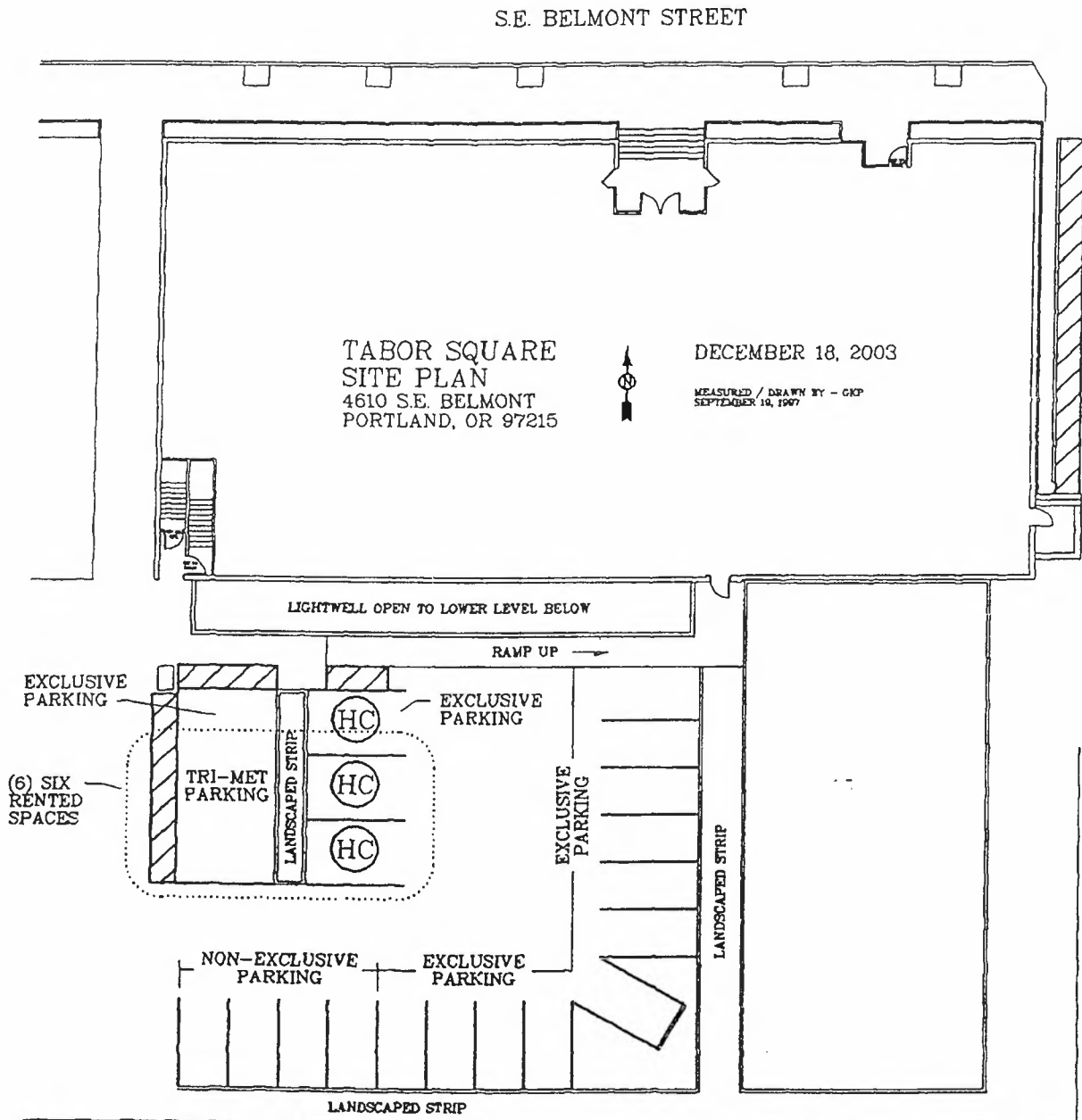
APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # R-15 DATE 05.13.04

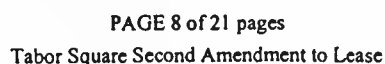
DEBORAH L. BOGSTAD, BOARD CLERK

The map shows the northern Adriatic coastline of Italy. Key locations marked include Trieste, Udine, and Gorizia. Sampling stations are indicated by numbers 1 through 10. The map includes latitude and longitude coordinates.

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

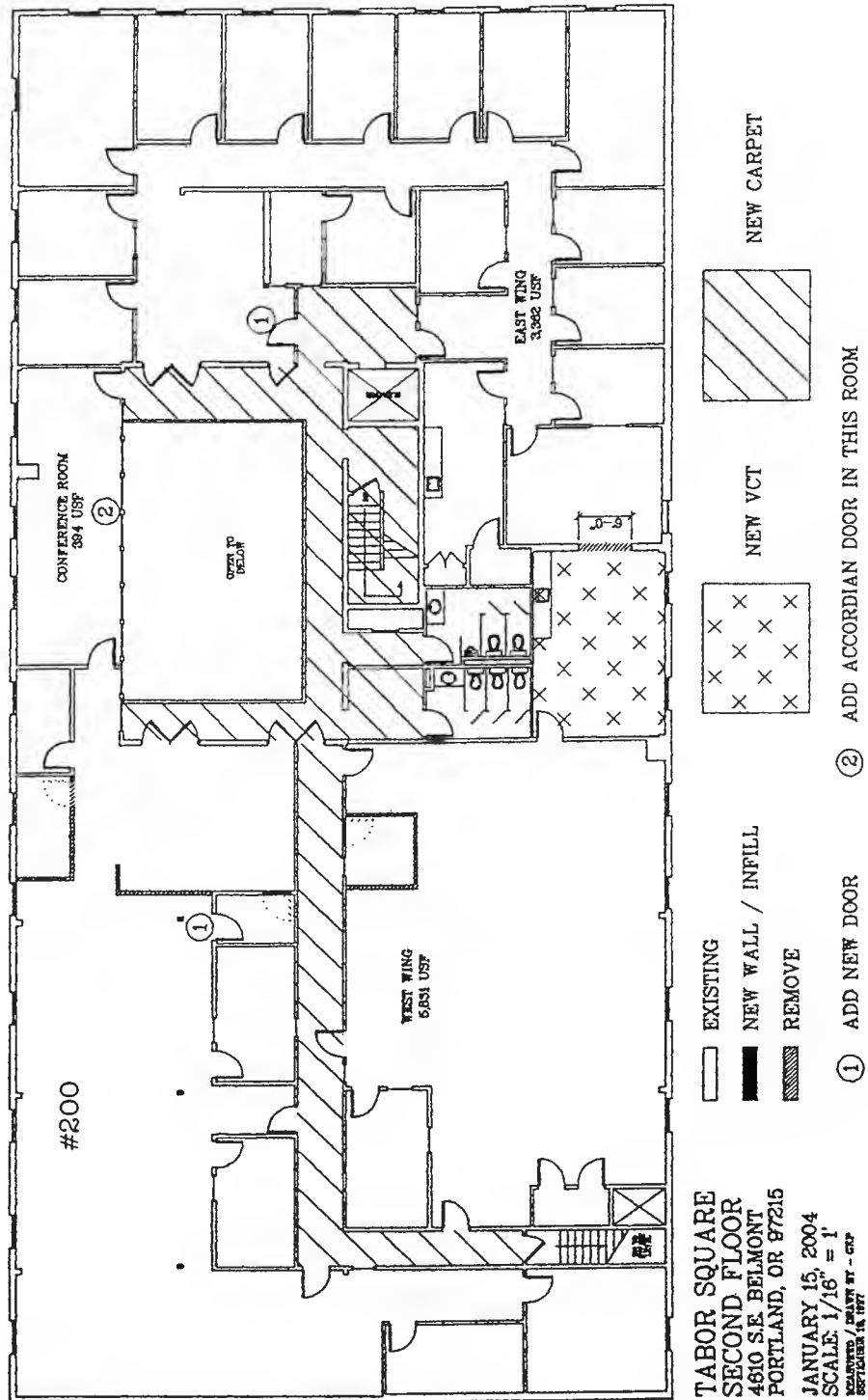


Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



# EXHIBIT "D-2" SECOND FLOOR PLAN

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

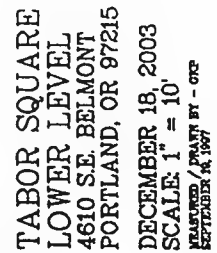


Any changes to this Exhibit "D-2" Floor Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay the Commencement Date, and may delay LESSEE'S occupancy.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE, the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.



Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



PAGE 10 of 21 pages  
Tabor Square Second Amendment to Lease

# EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

## FLOORCOVERING: X

All existing carpet in the areas identified in Exhibits "D-1," "D-2," and "D-3." will be replaced with a carpet upgrade from the normal building standard as per the specifications agreed between the parties.. " It is agreed the areas to receive new carpet include the stairways that are currently carpeted, and the large lower level meeting room in the northeast corner, and the two rooms adjacent to the front entry, and the second floor west hall to west fire exit. The hallway from the rear entrance to the central stairway will receive a more durable walk off carpet. The lower level floor tiles will remain as is. See Exhibits "D-1," "D-2," and "D-3." The carpet replacement work will be scheduled immediately after a renewal agreement is fully executed. Carpet shall be loop-pile, building standard, commercial grade, direct glue-down with no pad. LESSOR will provide carpet samples LESSEE: has chosen the following: Carpet: "Picket Fence" and Cove Base: "Royal Purple"

All heavy traffic carpet not replaced shall be shampooed. The LESSOR will shampoo the heavy traffic portions of the carpet in the Building every 24 months upon request by the LESSEE. .

LESSOR will repair the "lumpy" floors within the areas where the carpet is replaced prior to laying the new carpet. The lumpy floor identified in other areas will remain as is except 1) In the southwest wing of the second floor where the existing carpet will be lifted in one area along an internal circulation path between furniture partitions. 2) The second floor and lower level meeting and conference rooms in specific lumpy areas identified by LESSEE.

## RESTROOMS: X

LESSOR warrants that the first level restrooms, referenced in Exhibit "D-1," are in compliance with all applicable local, State, and Federal compliance requirements and regulations including the American With Disabilities Act (ADA). The restrooms will be renovated to include:

1. Install new vinyl flooring. Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"
2. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4630-60 "Cloud Nebula"
3. Install new metal toilet partitions.
4. Repaint existing walls to match existing color. See "New Paint".
5. Install grab bars.

Provided the second floor restrooms, referenced in Exhibit "D-2", are not necessary to be accessible as public restrooms, LESSOR shall remove one toilet fixture in each restroom in order to provide an ADA sized stall and renovate to include items 1-6 below. Otherwise, LESSOR shall bring the second floor restrooms, referenced in Exhibit "D-2," in compliance with all applicable local, State, and Federal compliance requirements and regulations including the ADA, with the understanding that each restroom will have one less toilet. The restrooms will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. See "New Paint".
4. Remaining toilet fixtures to remain.
5. Install grab bars.

# EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

## RESTROOMS, continued: X

6. The floor will be repaired where partitions are removed. Floor and wall tiles will be replaced as necessary. These restrooms are currently marked "staff only."

The lower level restrooms, referenced in Exhibit "D-3," will be renovated to include:

1. Install new plastic laminate countertop. Color selected by LESSEE: Wilsonart #4624-60 "Beige Nebula"
2. Install new metal toilet partitions.
3. Repaint existing walls to match existing color. : See "New Paint".
4. Floor tile to remain.
5. Existing toilet fixtures to remain.

The third "extra" restroom on the lower level, referenced in Exhibit "D-3", shall be identified as a unisex restroom and renovated to include:

1. Grab bars will be provided in order to accommodate wheelchair visitors.
2. Repaint the existing walls to match existing color. See "New Paint".
3. The sauna and shower will remain. No other improvements will be made.

## FRONT ENTRANCE: X

LESSOR shall reconfigure the easterly Building entrance off Belmont Street to provide a disabled lift/elevator access to the Building's first floor in compliance with all applicable local, State, Federal requirements including ADA for that type of disabled access. The entrance/access will shall be built to standard sufficient to accommodate a wheelchair or a scooter consistent with the plans and specifications set forth in Exhibits "G-1" and "G-2." LESSOR will work with LESSEE to relocate existing interior walls and doors to accommodate new access hallway and access to existing offices.

The LESSOR will provide an allowance of \$100 towards LESSEE'S installation of a card key access for this new entrance renovation.

## HALL LIGHTING: X

LESSOR will remove the existing thirty-one (31) hall "wall" light fixtures and replace them with wall sconces with a low profile and round curves that are in compliance with City of Portland Building Code. LESSOR shall provide LESSEE an opportunity to review and comment on the proposed replacement light fixtures.

## EXHIBIT "E-I" INTERIOR SPACE WORK AGREEMENT (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### REMODEL BREAKROOM - SUITE #200:

X

LESSOR will repaint throughout as provided herein. If the wall between the Breakroom and the room to the east is not a load bearing wall and there is no mechanical system (e.g. plumbing, ventilation, etc) in the wall, the wall shall be removed. If the wall is not removed LESSOR shall create a 6 foot-wide walk-through opening in the wall with a sheetrock painted finish. LESSOR will install new vinyl floor in the Breakroom.

Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### LOAVES & FISHES:

X

LESSOR shall install building standard 12" x 12" VCT tile in the Loaves and Fishes area including the kitchen and eating area, see Exhibit "D-1". Color selected by LESSEE: Vinyl Floor: Azrock #V-788 "Flurry" and Cove Base: "Royal Purple"

### NEW PAINT:

X

LESSOR will paint all existing painted walls and ceilings (except the atrium ceiling) to match the existing colors. The wallpaper in the rear building entrance hall will be removed and the wall will be painted.

Wall color: Match the existing colors.

LESSOR will paint all interior wood trim and all metal trim currently painted, (including railings, doors, and windows) a new color. LESSOR will use water based latex paint. Painting will be performed during business hours. The color of the trim shall be selected by LESSEE from LESSOR provided paint selection.

Trim color selected by LESSEE: Rodda Paint #8273 "Grand Bay"

### FIRST FLOOR GLASS MEETING ROOM:

X

LESSOR shall install a new interior door to the room adjacent to the main Belmont Building entry in compliance with all applicable Building Code requirements; If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change. The existing exterior door will remain and will be locked off. The LESSOR shall replace the existing electric wall heater. LESSOR shall cover with suitable material the exposed plumbing in the room before painting.

## EXHIBIT "E-1" INTERIOR SPACE WORK AGREEMENT (page 4 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01 -285-6688-02

ITEM	ACCEPTED AS-IS	AGREED IMPROVEMENTS	LESSOR EXPENSE
------	-------------------	------------------------	-------------------

### SECOND FLOOR

MEETING ROOM: \_\_\_\_\_ X

LESSOR shall install a low noise coefficient accordion door to a specification and in a location mutually agreed to.

PARTITIONS, DOORS AND FRAMES: \_\_\_\_\_ X

- Second floor, Office #200: LESSOR shall remove non-bearing walls as described in Exhibit "D-2" Floor Plan. In addition, LESSOR shall add one door and remove two doors where described in Exhibit "D-2" Floor Plan.
- Second floor, Elevator Lobby: LESSOR shall add one door to elevator lobby where indicated in Exhibit "D-2" Floor Plan in compliance with all applicable Building Code requirements, If a door cannot be installed in compliance with the Code or by reasonable obtainable variance thereto the parties shall mutually agree on an alternative resolution and amend this lease to reflect the change.

### MISCELLANEOUS

RELIGHTS: \_\_\_\_\_ X \_\_\_\_\_ None

LOCKS/HARDWARE: \_\_\_\_\_ X

Provide lock set on new ADA entry door and interior doors \_\_\_\_\_ X  
Provide \$100 allowance for new ADA entry door card key access \_\_\_\_\_ X

### WINDOW

COVERINGS: \_\_\_\_\_ X \_\_\_\_\_ None

TELEPHONE: \_\_\_\_\_ X \_\_\_\_\_ None

### TENANT IMPROVEMENTS SCHEDULE:

LESSOR shall start Tenant Improvements upon the execution of this LEASE Amendment, which shall be upon the signatures of the parties. The LESSOR and LESSEE will coordinate the Tenant Improvement Schedule in advance to accommodate the LESSEE'S activities. Except for the new building ADA entrance on Belmont Street as discussed herein, all other LESSOR tenant improvement work described in this Exhibit "E-1" will be completed by August 15, 2004. The new Belmont Street entrance will be completed no later than September 15, 2004.

Note: LESSEE acknowledges that LESSOR will be performing the above described work during normal business hours. LESSEE agrees to move all furniture and equipment at least three (3) feet away from work areas.

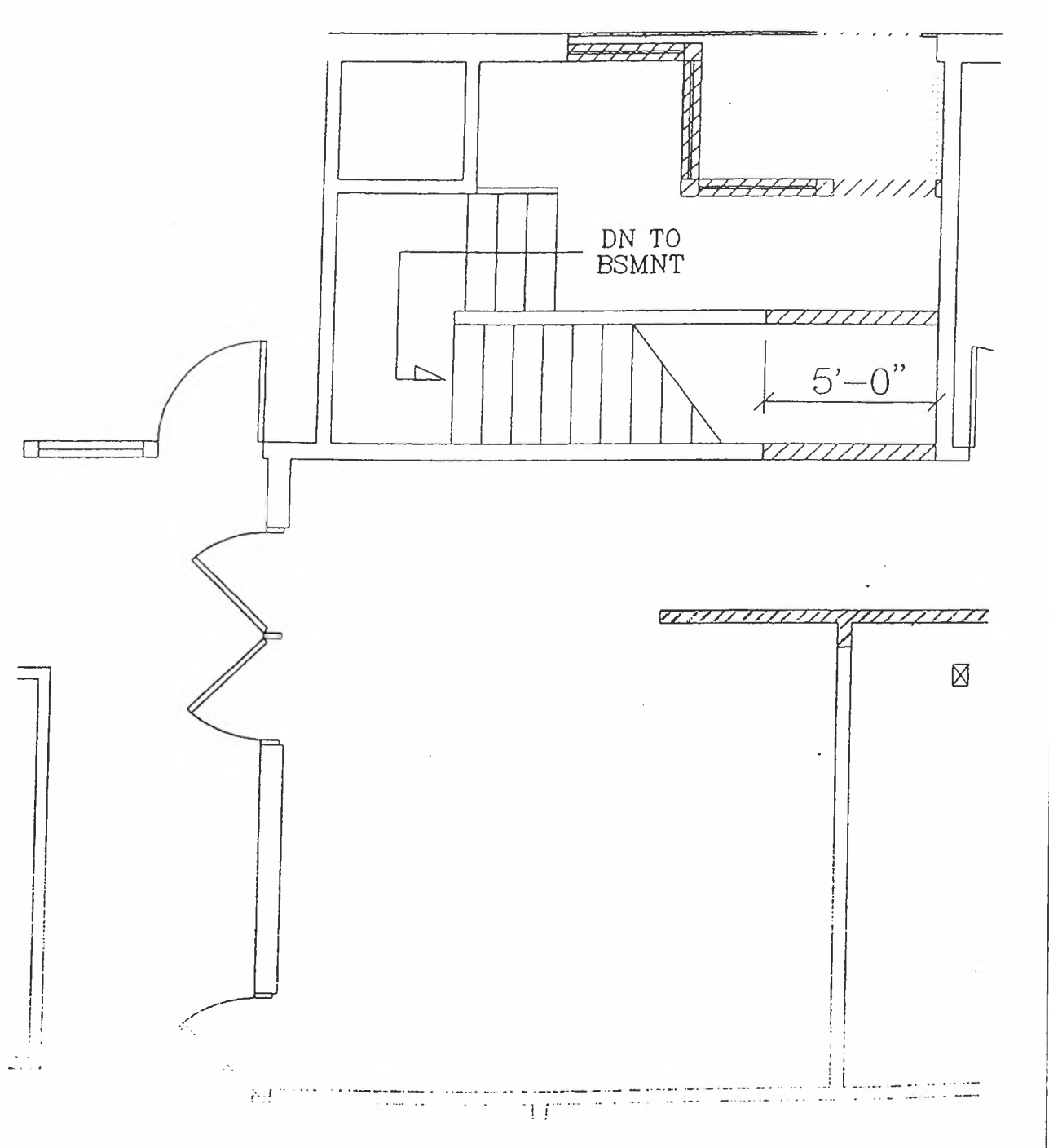
If LESSEE is modifying their existing space layout, or expanding their leased premises, it is understood and agreed that all LESSOR Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provision contained in Exhibit "E-1" Interior Space Work Agreement is inconsistent with any other provision contained in this LEASE (ie: Exhibit "D-1," "D-2" or "D-3" Floor Plan), the provisions contained in Exhibit "E-1" Interior Space Work Agreement shall control.

## EXHIBIT "G-1" WHEEL CHAIR LIFT (page 1 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

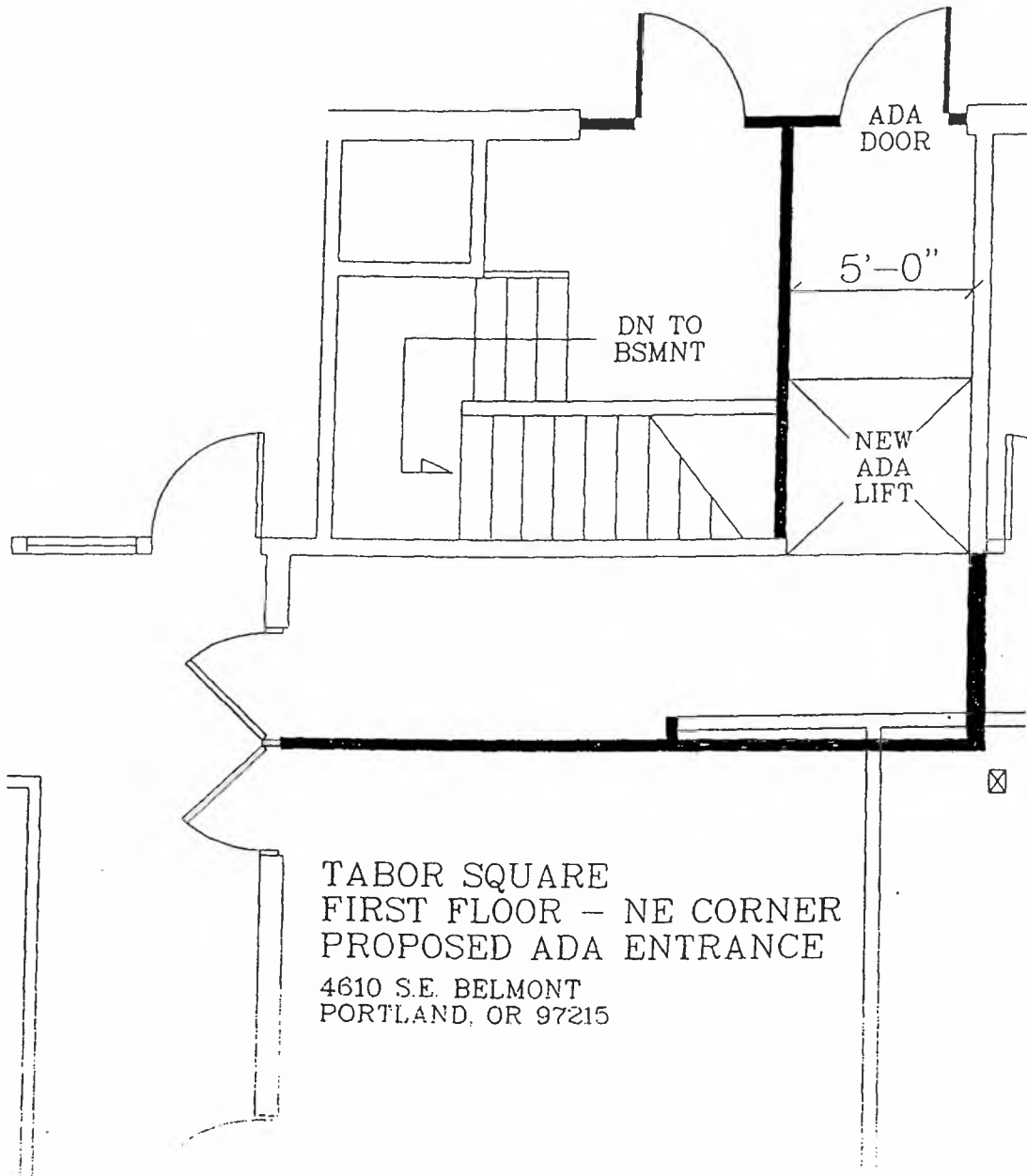
### NEW ADA ACCESS EXISTING CONDITIONS & DEMOLITION PLAN



## EXHIBIT "G-2" WHEEL CHAIR LIFT (page 2 of 2)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### NEW ADA ACCESS



## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 1 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

Exhibit "H" is for information purposes only and is not negotiable in this LEASE. This information is currently an enforceable agreement between LESSOR and janitorial service provider.

---

Tabor Square Office Building

---

4610 SE Belmont Street

---

Portland, OR 97215

---

### CLEANING SPECIFICATIONS

5 Nights per week: Sunday through Thursday

Cleanable Square Footage: 31,630

Supervision: Janitorial Contractor shall maintain and show evidence of adequate Management Supervision.

Paper Product: Customer will provide all product for soap, paper towel, toilet paper dispensers, seat covers, liners, sanitary sacks and toilet blocks.

Contractor: Shall provide all necessary cleaning supplies and equipment.

Term: Three (3) years



## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 2 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### A. Nightly Services:

- \*Secure all locks as soon as possible each night.
- \*Vacuum all carpeted areas and spot clean as needed.
- \*Sweep and mop all hard surface floors.
- \*Vacuum all carpeted stairways. Spot clean all carpet as needed.
- \*Remove all fingerprints, smudge marks and graffiti on entry glass doors, glass partitions, windows, light switches and walls.
- \*Remove all fingerprints, smudge marks and graffiti on metal surfaces (i.e. doorknobs, push plates, thresholds, etc.)
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Dust all office equipment, desks and conference room tables that are clear of paperwork. Papers and folders on desks are not to be moved and return chairs to proper positions.
- \*Wipe down or vacuum chairs in conference rooms.
- \*Wipe down hand rails on stairways.
- \*Dust all vertical and horizontal surfaces under 72 inches.
- \*Spot clean all chrome bright work including swinging door hardware, kickplates, base, partition tops, planters, elevator call button plates, fire hose cabinets, and elevator chrome clad partitions and doors.
- \*Clean, sanitize and polish drinking fountains.
- \*Polish all service stairwells and all interior public corridor planters.
- \*Janitorial staff will use only the lights that are needed for each area that is being cleaned. They will check all doors, and turn off all lights before leaving the facility.
- \*Alarm systems will be disarmed and armed according to the policy of American Property Management.
- \*Janitorial service will report all maintenance situations to the client as they are found (light bulbs, leaks, etc.).

### Restrooms:

- \*Sweep and mop all hard surface floors.
- \*Clean and sanitize toilets, sinks, counters, urinals, handles, seats, dispensers, tape, drains and all areas directly surrounding each.
- \*Clean and fill all dispensers.
- \*Spot clean walls, cove base, trim, doors, fixtures, outlets, and partition doors, etc.
- \*Dust top of stalls and vents.
- \*Empty and clean all trash receptacles and return to proper position (replace liner if wet or dirty).
- \*Clean mirrors.
- \*Machine scrub floors.

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 3 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### B. Weekly Services:

- \*Damp wipe all kick plates, baseboards, windowsills, doorway frames and vinyl cove bases.
- \*Dust all low-reach areas including, but not limited to, chair rungs, structural and furniture ledges, base boards, window sills, door louvers, wood paneling, molding and miniblinds top to bottom.
- \*Dust inside of all doorjams and relights.
- \*Clean and polish all metal door thresholds.
- \*Wipe clean and polish all bright work.
- \*Sweep all service stairwells.
- \*Dust all vinyl cove bases.
- \*Edge vacuum all carpeted areas.
- \*Clean and spray buff all building standard resilient, composition and/or travertine flooring.
- \*Sanitize all telephone receivers.

### C. Monthly Services:

- \*Dust all blinds under 72 inches.
- \*Wipe clean all incandescent cab lamps inside elevator.
- \*Wipe clean all lanterns in common area halls.

## STOREROOMS AND SINK CLOSETS

### A. Nightly Services:

- \*Remove trash from area.
- \*Maintain an orderly arrangement of all janitorial supplies and paper products in the storage rooms and service sink closets.
- \*Maintain an orderly arrangement of all equipment stored in these areas, such as mops, buckets, brooms, vacuum cleaners, scrubbers, etc.

### B. Weekly Services:

- \*Sweep and damp mop all storeroom and service sink closet floors. Deodorize and disinfect as required.
- \*Clean and disinfect service sinks.
- \*Sweep storeroom floors.

## EXHIBIT "H" JANITORIAL SPECIFICATIONS (page 4 of 4)

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02

### EXTERIOR STRUCTURE AND GROUNDS SERVICES SPECIFICATIONS

#### A. Nightly Services:

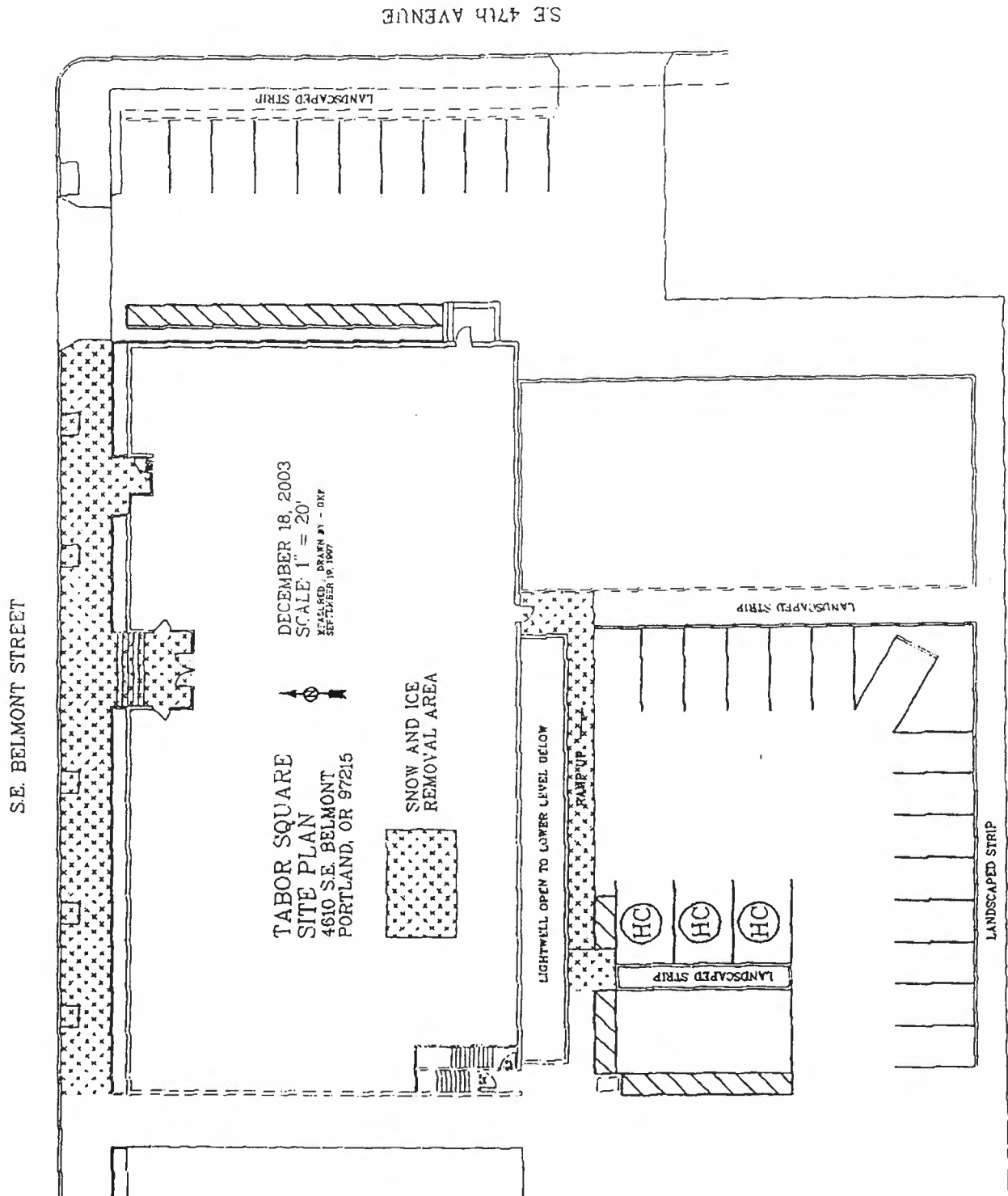
- \*Empty all ashtrays and urns. Clean and sanitize as required.
- \*Service all walk-off mats as required.
- \*Empty all waste receptacles and remove trash to designated areas.
- \*Spot clean all exterior glass at Building Entrances.

#### B. Weekly Services:

- \*Sweep outside front and rear entrance of building (weekly or as needed).

# EXHIBIT "I" ICE AND SNOW REMOVAL

Multnomah County Oregon, a political subdivision of the State of Oregon  
Tabor Square Building located at 4610 SE Belmont Street, Portland, Oregon 97215  
Account #C-01-285-6688-02



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 04-063**

Approving a Lease of Property Located at 4610 SE Belmont Street, Portland, Oregon, 97215, from American Property Management Corporation, as Agent for Weston Investment Company, LLC, for the Department of County Human Services, Aging and Disability Services

**The Multnomah County Board of Commissioners Finds:**

- a. Property located at 4610 SE Belmont Street, Portland, Oregon, 97215, (Property) has been identified as being necessary for use by the Department of County Human Services for Aging and Disability Services.
- b. The attached lease has been negotiated with the agent for the owner of the property.
- c. It is in the best interests of the County to lease the Property on the terms and conditions set forth in the attached lease.

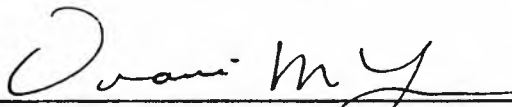
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the attached lease. The County Chair is authorized to execute the lease substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the lease and to execute amendments to the lease without further Board action.

ADOPTED this 13th day of May 2004.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Attorney



# COPY

2-4

## MULTNOMAH COUNTY OREGON

### REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☐ Taxpayer ID (lessor) \_\_\_\_\_  
☐ Renewal of Lease Amendment of Lease

Property Management Contact Person Bob Oberst Phone 248-3851 Date 6-30-97  
Division Requesting Lease Aging Services Division  
Contact Person Jean Demaster Phone 248-3000

Lessor Name American Property Mgmt.  
Mailing Address P.O. Box 12127  
Portland, OR 97212-0127  
Phone 284-2147  
Lessee name Multnomah County  
Mailing Address 2505 SE 11th Avenue  
Portland, OR 97202  
Phone 248-3322  
Address of 4610 SE Belmont  
Lease Property Portland, Oregon  
Purpose of Lease ASD/SE Senior Center

Effective Date August 1, 1993  
Termination Date December 31, 2003  
Total Amount of Agreement \$ 2,995,308.20  
Payment Terms No change in monthly rental.  
☐ Annual \$ \_\_\_\_\_ ☒ Monthly \$ 23,129.52  
☒ Other \$ 12,962.20

Payable before July 1, 1997 for tenant improvements in excess of building standard.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170		monthly rental		
100	011	1980	HAH			(\$12,962.20)		1759

#### REQUIRED SIGNATURES:

Department Head Larry F. Nicholas/na Date 7/1/97  
County Counsel [Signature] Date 7/1/97  
Property Management Robert Oberst Date 7-1-97  
County Executive/Sheriff [Signature] Date 7/1/97

CODE _____		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME _____		YEAR _____		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC. IND
	300374-2										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



# COPY

## American Property Management

2154 N.E. Broadway • Portland, Oregon 97232-1590  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212-0127  
Phone (503) 284-2147 • FAX (503) 287-1587

Professional Management of:

- Apartments
- Office Buildings
- Commercial Properties
- Industrial Properties
- Shopping Centers
- Mini-Storage

### FIRST AMENDMENT TO LEASE

June 24, 1997

AMERICAN PROPERTY MANAGEMENT Account #C-6688-02

The following First Amendment to the original Lease (LEASE) dated July 8, 1993 between AMERICAN PROPERTY MANAGEMENT CORP. as managing agent and on behalf of WESTON INVESTMENT CO. (LESSOR) and MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon (LESSEE) at 4610 SE Belmont Street, Portland, Oregon 97215.

If any provisions contained in this First Amendment to Lease are inconsistent with any other provisions of the LEASE, the provisions contained in this First Amendment to Lease shall control, unless otherwise provided in this First Amendment to Lease.

The LEASE shall be amended as follows:

LESSOR, at a cost to LESSEE of \$12,962.20, shall provide tenant improvements as indicated on the Exhibit "B-1" and Exhibit "B-2" Space Plans and Exhibit "C-1" Interior Space Work Agreement. LESSEE shall submit to LESSOR full payment for improvement work with this signed First Amendment to Lease no later than July 1, 1997. Tenant Improvement work shall be completed within thirty (30) days after receipt by LESSEE of signed First Amendment to Lease, payment, and reception area wall lengths/post design.

All other terms and conditions of the LEASE shall apply.

#### LESSOR:

AMERICAN PROPERTY MANAGEMENT CORP.  
As agent for and on behalf of  
WESTON INVESTMENT CO..

#### LESSEE:

MULTNOMAH COUNTY, OREGON  
a political subdivision of the State of Oregon

X Keith R. Vernon  
Keith R. Vernon  
Senior Vice President

Date: 7/2/97

X Beverly Stein  
Beverly Stein  
County Chair

Date: 7/1/97

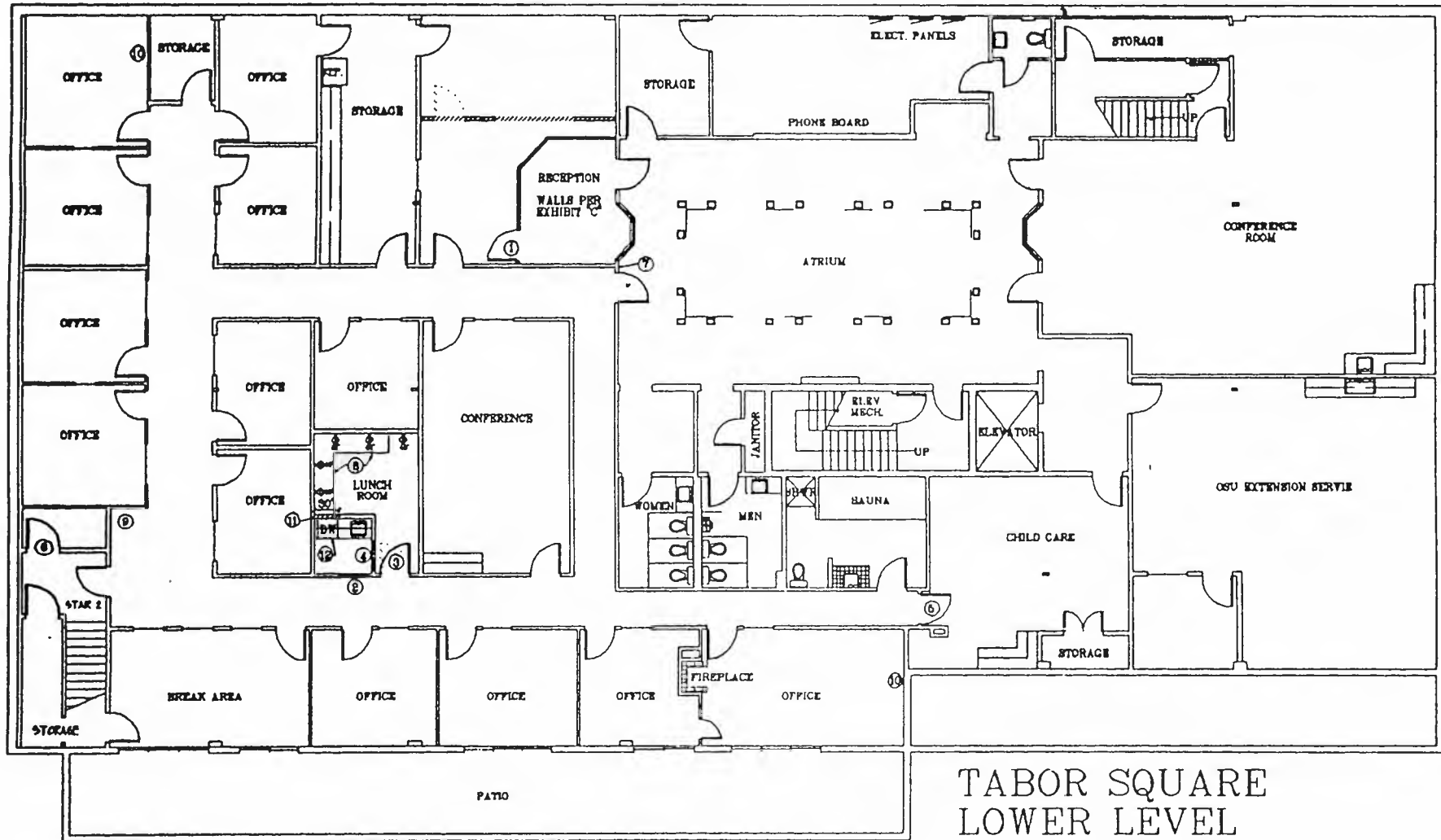
668802.amd(115/23/97)c)

REVIEWED

By Matthew O. Ryan  
MULTNOMAH COUNTY COUNCIL

Ask our tenants about us™

**EXHIBIT "B-1" SPACE PLAN**  
 MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon  
 4610 SE Belmont Street, Suite 10  
 Portland, Oregon 97215  
 Account #C-6688-02



— EXISTING TO REMAIN  
 — ADD NEW WALL  
 // REMOVE

- ① ADD DOOR
- ② REMOVE DOOR & INFILL
- ③ REVERSE DOOR SWING
- ④ ADD 3070 FRAMED OPENING
- ⑥ ADD DOUBLE-SIDED DEADBOLT LOCK
- ⑧ REMOVE ALL DOOR-LOCKS
- ⑦ REPLACE EXISTING LIGHT SWITCH w/KEY TYPE SWITCH

- ⑧ ADD BASE CABINET & COUNTER-TOP
- ⑨ EXISTING SHelves TO BE RELOCATED TO ⑩
- ⑩ NEW SITE FOR Shelves RELOCATED FROM ⑨
- ⑪ ADD PASS-THRU WINDOW OPENING
- ⑫ ADD DISHWASHER
- ⑬ ADD 110V OUTLET @ 42" A.P.F.

**TABOR SQUARE  
 LOWER LEVEL**  
 4610 SE BELMONT  
 PORTLAND, OR 97215

JUNE 18, 1997  
 SCALE: 1/16" = 1'

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_



MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon  
4610 SE Belmont Street, Suite 10  
Portland, Oregon 97215  
Account #C-6688-02

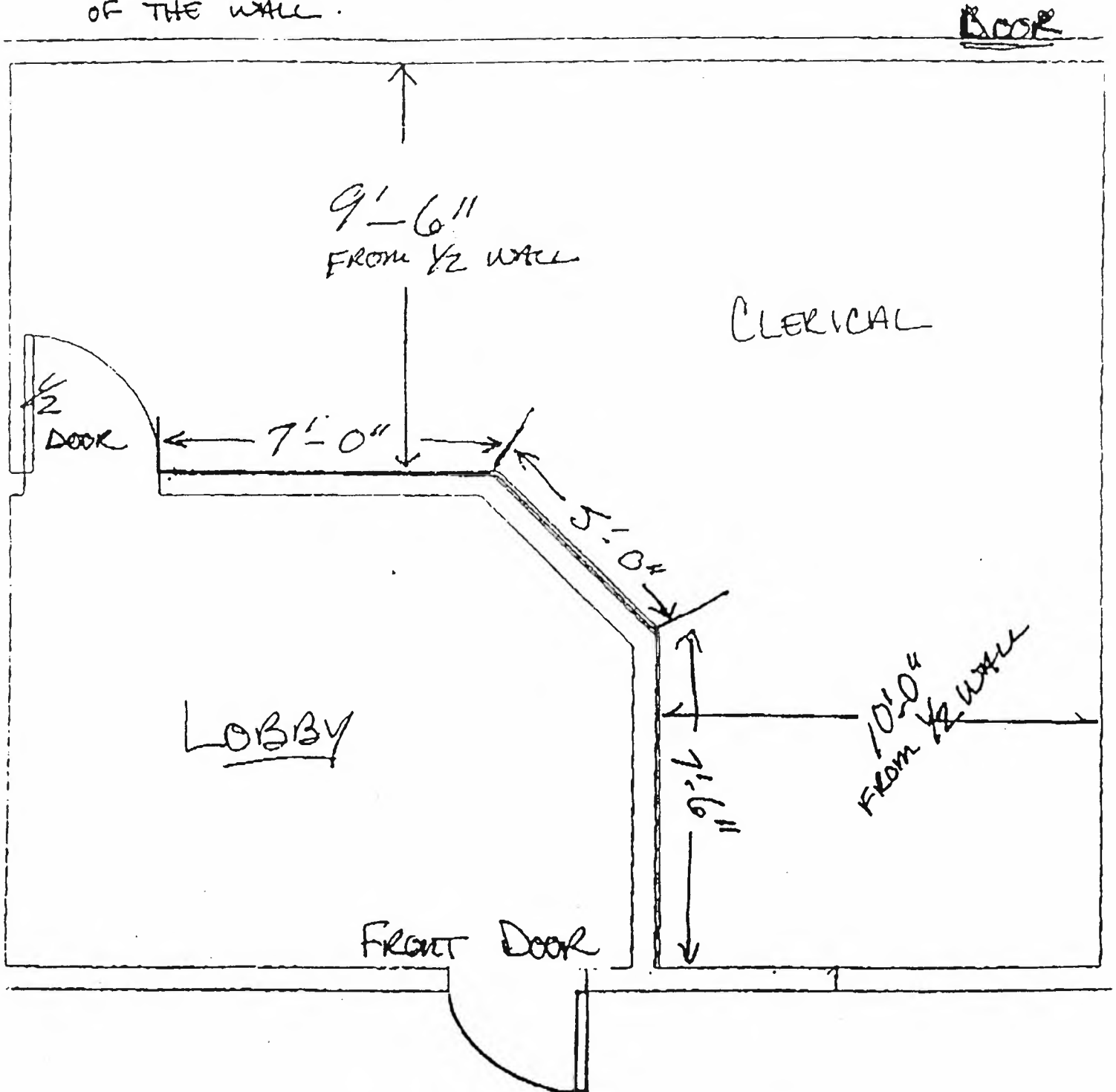
Account #C-6688-02



**EXHIBIT "B-3" SPACE PLAN**

MULTNOMAH COUNTY, OREGON, a political subdivision of the State of Oregon  
4610 SE Belmont Street, Suite 10  
Portland, Oregon 97215  
Account #C-6688-02

MEASUREMENTS (FOR  $\frac{1}{2}$  WALL -  $\frac{1}{2}$ " HIGH -)  
ARE FOR THE CLERICAL SIDE  
OF THE WALL.



LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

**EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT****LESSEE: MULTNOMAH COUNTY - ADULT CARE HOME PROGRAM****ACCOUNT #: C-6688-02****BUILDING/SUITE #: Tabor Square/Suite 10**

<u>ITEM</u>	<u>ACCEPTED</u> <u>AS-IS</u>	<u>AGREED</u> <u>IMPROVEMENTS</u>	<u>LESSOR</u> <u>EXPENSE</u>	<u>LESSEE</u> <u>EXPENSE</u>
PAINTING: (Building Standard Color)	___	Paint walls throughout. Color to be Weston White. Tape and mud where door removed in kitchen area and new walls in reception area. Wood posts in reception area to have finish matching existing office wood color.	___	<u>X</u> ___
FLOORCOVERING: (Building Standard Carpet Color/Cove Base Color)	___	Install new carpet throughout. Color to be Shaw Wild Dunes II, Wild Flower. Install base in newly carpeted areas. Lessor to control color.	<u>X</u> ___	___
VINYL FLOORCOVERING: (Building Standard Vinyl)	<u>X</u> ___	NONE	___	___
LIGHTING: (Building Standard Fixtures)	___	Install four (+/-) flood lights in reception area soffit.	___	<u>X</u> ___
ELECTRICAL: (Building Standard 110 Volt)	___	Kitchen Area: Provide two (2) duplex electrical outlets per wall section above new counter top and one (1) duplex outlet for refrigerator in proper location. Add electrical for new dishwasher. Reception Area: Provide standard electric service in new walls. Move existing voice/data terminals to new walls. Move control for electric door latch to new walls. Install key-type light switch on exterior wall.	___	<u>X</u> ___
CEILING: (Building Standard Acoustical Tile)	___	Paint stained ceiling tiles; replace damaged ceiling tiles.	<u>X</u> ___	___
PARTITIONS/ DOOR & FRAMES: (Building Standard Sheetrock/ Building Standard Quality)	___	Kitchen Area: Remove hallway door and fill in with dry wall. Add doorway in existing north/south wall. Reverse swing of existing remaining hallway door. Cut "pass through" into wall behind dishwasher and over counter top. Reception Area: Remove existing remaining wall and door. Add 42" high wall in three(3) attached sections with 12" wide counter top. Counter top to be centered over walls. Lessee to supply exact wall lengths prior to work commencing. Add approximately 42" high "half door" at south edge of rear wall; 12" high soffit with recessed flood lights at ceiling level supported on ends by extensions of base wall and at angles by architectural wood posts; two (2) additional posts	___	<u>X</u> ___

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_

EXHIBIT "C-1" INTERIOR SPACE WORK AGREEMENT (cont.)

PARTITIONS/ DOOR & FRAMES: (Building Standard Sheetrock/ Building Standard Quality)		at south and east ends of base wall; new wall approximately per attached drawing. Lessee to supply sample of post design prior to work commencing.		
LOCKS/HARDWARE (Building Standard Quality)	___	All interior doors are to be supplied ___X___ with passage door knobs only (no locks). Add double sided deadbolt to east hallway door. Lessor to retain all keys to this lock. Install passage type lock in store room door.		___X___
RELIGHTS: (Building Standard Interior)	<u>X</u>			
WINDOWCOVERING: (Building Standard Exterior)	<u>X</u>			
TELEPHONE: (Building Standard Mud Rings)	___	Move existing voice/data terminals to new walls in reception area.	<u>X</u>	
SHELVES:	___	Relocate two (2) sections of existing four (4) section shelves in southwest corner of space to one office in northwest corner of space and the other two (2) sections to the southeast corner of space.		<u>X</u>
BASE CABINETS:	___	Kitchen Area: Add building standard base cabinets and counter top to north and west walls.		<u>X</u>
DISHWASHER:	___	Install dishwasher in kitchen area.		<u>X</u>
TOTAL LESSEE EXPENSE:				\$12,962.20

If LESSEE is modifying the existing space layout, or expanding their Premises, it is understood and agreed that all Lessor Agreed Tenant Improvement work may be performed during normal business hours and will not be deemed as an interruption of LESSEE'S business and that AMERICAN PROPERTY MANAGEMENT CORP. assumes no liability for damage to any existing hidden electrical located in the walls, ceiling and/or floors (i.e., electrical for phones, fax, computers, office equipment, etc.) that is not indicated on this agreement and brought to the attention of AMERICAN PROPERTY MANAGEMENT CORP. prior to the office remodel or is not equipped with an appropriate power surge protection device.

If any provisions contained in this Exhibit "C-1" Interior Space Work Agreement are inconsistent with any other provisions contained in this LEASE (i.e.: Exhibit "B-1", "B-2", or "B-3" Space Plan), the provisions contained in this Exhibit "C" Interior Space Work Agreement shall control.

LESSOR INITIAL \_\_\_\_\_ LESSEE INITIAL \_\_\_\_\_



# COPY

## MULTNOMAH COUNTY OREGON

### REAL PROPERTY LEASE DESCRIPTION FORM

☐ Revenue  
☒ Expense

☐ Rent Free Agreement  
☐ County Owned

☒ Taxpayer ID (lessor) 93-0787569  
☐ Renewal of Lease

Property Management  
Contact Person Bob Oberst Phone 248-3851 Date 7-15-93

Division Requesting Lease Aging Services  
Contact Person Jim McConnell Phone 248-3441

Lessor Name American Property Management Corp  
Mailing Address P.O. Box 12127  
Portland, Or. 97212-0127  
Phone 284-2147

Lessee name Multnomah County  
Mailing Address 2505 S.E. 11th Avenue  
Portland, Or. 97202  
Phone 248-3322

Address of 4610 S.E. Belmont St.  
Lease Property Portland, Or.  
Purpose of Lease Aging Services Southeast  
and Senior Center

Effective Date August 1, 1993

Termination Date December 31, 2003

Total Amount of Agreement \$2,982,346. maximum

#### Payment Terms

☐ Annual \$ \_\_\_\_\_  
☒ Monthly \$ 21,291.00  
plus annual CPI adjustments.  
☐ Other \$ \_\_\_\_\_

Four month phase-in to full rental payments.  
Call Bob Oberst for schedule.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
156	010	1905		6170				1727
		1940	A501					

#### REQUIRED SIGNATURES:

Department Head [Signature] Date 7/27/93

County Counsel [Signature] Date 7-15-93

Property Management [Signature] Date 7-26-93

County Executive/Sheriff [Signature]

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR		AUTHORIZATION NOTICE						ENCUMBRANCE "APRON" ONLY	
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	300374								<b>COPY</b>		

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE



**American Property Management  
Commercial Division**

2154 N.E. Broadway • Portland, Oregon 97212  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone(503)284-2147 • FAX(503)287-1587

**OFFICE LEASE COPY**

*This lease, made and entered into at Portland, Oregon*

*this July 8, 1993*

*by and between*

AMERICAN PROPERTY MANAGEMENT CORP., as LESSOR, and

MULTNOMAH COUNTY, OREGON,  
*a political subdivision of the State of Oregon, as LESSEE.*

AMERICAN PROPERTY MANAGEMENT CORP. Account #C-6688-01

*LESSOR hereby leases to LESSEE the following:*

4610 S.E. Belmont St., Portland, Oregon 97215 (the premises) consisting of 26,894 rentable square feet

*(as measured from the center of the tenant demising walls)*

*This measurement includes a load factor for the building of 0%*

*in the Tabor Square Office Building*

*(the Building) at 4610 S.E. Belmont St, Portland, Oregon 97215*

*for a term commencing August 1, 1993 \**

*and continuing through December 31, 2003;*

*at a Base Rental of \$21,291.00 \* (U.S.) per month*

*payable in advance on the first day of each month at*

2154 N.E. Broadway, Suite #200, Portland, Oregon 97232-1561

*commencing August 1, 1993 \**

*\* See Section 37.1 for phased in occupancy dates and rent payment schedules.*

LESSOR INITIAL

*C*

LESSEE INITIAL

*Ryo*

**COPY**

LESSOR and LESSEE covenant and agree as follows:

### 1.1 DELIVERY OF POSSESSION

Should LESSOR be unable to deliver possession of the Premises on the date fixed for the commencement date of the term, commencement will be deferred and LESSEE shall owe no rent until receiving notice from LESSOR tendering possession to LESSEE. If possession is not so tendered within 45 days following commencement of the term, then LESSEE may elect to cancel this lease by providing written notice to LESSOR within 10 days following expiration of the 45 day period. LESSOR shall have no liability to LESSEE for delay in delivering possession, nor shall such delay extend the term of this lease in any manner. See Section 37.1 for phased in occupancy dates.

### 2.1 RENT PAYMENT

LESSEE shall pay the Base Rent for the Premises and any additional rent provided herein without deduction or offset except as otherwise herein provided. Rent for any partial month during the lease term shall be prorated to reflect the number of days during the month that LESSEE occupies the Premises based on a thirty (30) day month/365 day year. Rent not paid when due shall bear interest at the rate of one-and-one-half percent (1 1/2%) per month until paid in full. LESSOR may at its option impose a late charge of .05 for each \$1 of rent or \$50.00, whichever is greater, for rent payments made more than 10 days after its due date in lieu of interest for the first month of delinquency, without waiving any other remedies available for default.

### 3.1 LEASE CONSIDERATION

No Lease Consideration Deposit required.

### 4.1 USE

LESSEE shall use the Premises for office and public service use only with no retail sales or manufacturing and for no other purpose without LESSOR'S consent. In connection with its use, LESSEE shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of the other tenants of the Building. LESSEE shall create no nuisance nor allow any objectionable fumes, noise, or vibrations to be emitted from the Premises. LESSEE shall not conduct any activities that will increase LESSOR'S insurance rates for any portion of the Building or that will in any manner degrade or damage the reputation of the Building. See Section 38.1 for restricted uses by LESSEE.

### 4.2 EQUIPMENT

LESSEE shall install in the Premises only such ~~office~~ equipment as is customary for general office and public service use and shall not overload the weight capacity of the floors or the capacity of the electrical circuits of the Premises or Building or alter the plumbing or wiring of the Premise or Building. LESSOR must approve, in advance, the location and manner of installing any electrical heat generating or communication equipment or exceptionally heavy articles. Any additional conditioning required because of heat generating equipment or special lighting installed by the LESSOR shall be installed at LESSEE'S expense.

LESSOR INITIAL   V   LESSEE INITIAL   RJD

### 4.3 SIGNS

No signs, awnings, antennas, or other apparatus shall be painted on or attached to the Building or anything placed on any glass or woodwork of the Premises or positioned so as to be visible from outside the Premises without LESSOR'S reasonable written approval as to design, size, location and color. All signs installed by LESSEE shall comply with LESSOR'S standards for signs and all applicable codes and ordinances and all signs and sign hardware shall be removed upon termination of this LEASE with the sign location restored to its former state unless LESSOR elects to retain all or any portion thereof.

### 5.1 UTILITIES AND SERVICES

except the senior center area of approximately 5,000 square feet which shall be 70 to 75 degree fahrenheit,

LESSOR shall furnish heat, electricity, elevator service, and air conditioning during the normal Buildings hours of 7:00 A.M. to 6:00 P.M., Monday through Friday, except holidays and 7:00 A.M. to 2:00 P.M. Saturdays, except holidays. The acceptable temperature range for the Premises is between 67 degrees to 75 degrees fahrenheit, as measured from the thermostat level which is approximately sixty inches (60") above the floor, unless there are extreme weather conditions which create an unusually hot or cold condition. The building ventilation system shall provide a minimum fresh air circulation of 20 cubic feet per minute per occupant. Janitorial service and supplies will be provided on a five day per week basis in accordance with the regular schedule of the Building, which schedule and service may change from time to time and such janitorial service will be that performed for a standard Class "B" office building. LESSEE shall comply with all government laws and regulations regarding the use or reduction of use of utilities on the Premises. Interruption of services or utilities shall not be deemed an eviction or disturbance of LESSEE'S use and possession of the Premises, render LESSOR liable to LESSEE for damages, or relieve LESSEE from performance of LESSEE'S obligations under this LEASE, but LESSOR shall take all reasonable steps to correct any interruptions in service. Electrical service furnished will be 110 volts unless different service already exists in the Premises. Any extermination required as a result of LESSEE serving food on the premises will be at LESSEE'S sole cost and expense.

### 5.2 EXTRA USAGE

If LESSEE uses excessive amounts of LESSOR provided utilities and/or services of any kind because of operation during normal Building hours and/or outside of normal Building hours, high demands from office machinery and equipment, nonstandard lighting or any other cause, LESSOR may impose a reasonable charge for supplying such extra utilities and/or services, which charge shall be payable monthly by LESSEE in conjunction with rent payments. In case of dispute over any extra charge under this paragraph, LESSOR shall designate a qualified independent engineer whose decision shall be conclusive on both parties. LESSOR and LESSEE shall each pay one-half of the cost of such determination.

and Lessee

### 6.1 MAINTENANCE AND REPAIRS

made in a reasonable time and manner

LESSOR shall have no liability for failure to perform required maintenance and repair unless written notice of the needed maintenance or repair is given by LESSEE and LESSOR fails to commence efforts to remedy the problem in a reasonable time and manner. LESSOR shall have the right to erect scaffolding and other apparatus necessary for the purpose of making repairs, and LESSOR shall have no liability for interference with LESSEE'S use because of repairs and installations, nor shall LESSOR be required to provide LESSEE with advance written notice of LESSOR'S access to the Premises.

LESSOR INITIAL RL LESSEE INITIAL RYO



*LESSEE shall have no claim against LESSOR for any interruption or reduction of services or interference with LESSEE'S occupancy, and no such interruption or reduction shall be construed as a constructive or other eviction of LESSEE. Repair of damage caused by negligent or intentional acts or breach of this lease by LESSEE, its employees, or invitees shall be at LESSEE'S expense.*

## **6.2 ALTERATIONS**

*LESSEE shall not make any alterations, additions, or improvements to the Premises, change the color or character of the interior, or install any wall or floor covering without LESSOR'S prior written consent and such consent not to be unreasonably withheld. Any such additions, alterations, or improvements, except for removable machinery and unattached moveable trade fixtures shall at once become part of the realty and belong to LESSOR. LESSOR may at its option require that LESSEE remove any alterations and restore the Premises to the original condition upon termination of this LEASE. LESSOR shall have the right to approve the contractor used by LESSEE for any work in the Premises, and to post notices of nonresponsibility in connection with any work being performed by LESSEE in the Premises. LESSEE agrees that any building or fixture modifications within the LESSEE'S leased space that is required to accommodate the LESSEE, employees or invitees of the LESSEE, as required by the Americans with Disabilities Act (ADA), will be at the expense of the LESSEE, except such modifications described in Section 40.1 hereof to be provided by LESSOR. See Section 39.1 regarding the American with Disabilities Act (ADA).*

## **7.1 INDEMNITY**

*LESSEE shall not allow any liens to attach to the Building or LESSEE'S interest in the Premises as a result of its activities. LESSEE shall indemnify and defend LESSOR from any claim, liability, damage, or loss occurring on the Premises, arising out of any activity by LESSEE, its agents, or invitees or resulting from LESSEE'S failure to comply with any term or condition of this LEASE. LESSOR shall have no liability to LESSEE because of loss or damage caused by the acts or omissions of other tenants of the Building, or by third parties.*

## **7.2 INSURANCE**

*LESSEE is self insured for liability and will provide a letter to LESSOR stating that fact and that Multnomah County will provide no less than \$1,000,000.00 coverage to the LESSORS, AMERICAN PROPERTY MANAGEMENT and WESTON INVESTMENT COMPANY.*

## **7.3 INDEMNITY - OREGON TORT CLAIMS ACT**

*Any covenant herein by LESSEE to indemnify, defend or hold harmless the LESSOR shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260-30.300, and within the limits in ORS 30.275.*

## **8.1 FIRE OR CASUALTY**

*"Major Damage" means damage by fire or other casualty to the Building or the Premises which causes the Premises or any substantial portion of the Building to be unusable, or which will cost more than 25 percent (25%) of pre-damage value of the Building to repair, or which is not covered by insurance. In case of Major Damage, LESSOR may elect to terminate this LEASE by notice in writing to LESSEE within 30 days after such date. If this LEASE is not terminated following Major*

LESSOR INITIAL   *Q*   LESSEE INITIAL   *RJO*

Damage, LESSOR shall promptly restore the Premises to the condition existing just prior to the damage. LESSEE shall promptly restore all damage to tenant improvements or alterations installed by LESSEE or pay the cost of such restoration to LESSOR if LESSOR elects to do the restoration of such improvements. Rent shall be reduced from the date of damage until the date restoration work being performed by LESSOR is substantially complete, with the reduction to be in proportion to the area of the Premises not useable by LESSEE.

## 8.2 WAIVER OF SUBROGATION

LESSEE shall be responsible for insuring its personal property and trade fixtures located on the Premises. Neither LESSOR nor LESSEE shall be liable to the other for any loss or damage caused by fire, water damage, sprinkler leakage, or any of the risks that are or could be covered by a standard all risk insurance policy with an extended coverage endorsement, or for any business interruption, and there shall be no subrogated claim by one party's insurance carrier against the other party arising out of any such loss.

## 9.1 EMINENT DOMAIN

If a condemning authority takes title by eminent domain or by agreement in lieu thereof to the entire Building or a portion sufficient to render the Premises unsuitable for LESSEE'S use, then either party may elect to terminate this LEASE effective on the date that possession is taken by the condemning authority. Rent shall be reduced for the remainder of the term in an amount proportionate to the reduction in the area of the Premises caused by the taking. All condemnation proceeds shall belong to LESSOR, and LESSEE shall have no claim against LESSOR or the condemnation award because of the taking.

## 10.1 ASSIGNMENT AND SUBLETTING

This LEASE shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns, provided that LESSEE shall not assign its interest under this LEASE or sublet all or any portion of the Premises without first obtaining LESSOR'S consent in writing. This provision shall apply to all transfers by operation of law including but not limited to mergers and changes in control of LESSEE. No assignment or subletting shall relieve LESSEE of its obligation to pay rent or perform other obligations required by this LEASE, and no consent to one assignment or subletting shall be a consent to any further assignment or subletting. LESSOR shall not unreasonably withhold its consent to any assignment, or to subletting.

## 11.1 DEFAULT

Any of the following shall constitute a default by LESSEE under this LEASE:

(a) LESSEE'S failure to pay rent or any other charge under this LEASE within 10 days after it is due, or failure to comply with any other term or condition within 10 days following written notice from LESSOR specifying the noncompliance. If such noncompliance cannot be cured within this 10 day period, the provision shall be satisfied if LESSEE commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible. Time is of the essence in the performance of this LEASE.

(b) LESSEE'S insolvency, business failure, or assignment for the benefit of its creditors. LESSEE'S commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to

LESSOR INITIAL   C   LESSEE INITIAL   RJC

obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for LESSEE'S properties.

(c) Assignment or subletting by LESSEE in violation of Paragraph 10.1.

(d) Vacation or abandonment of the Premises without the written consent of LESSOR.

## 11.2 REMEDIES FOR DEFAULT

In case of default as described in Paragraph 11.1, LESSOR shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

(a) LESSOR may terminate the LEASE and retake possession of the Premises. Following such retaking of possession, efforts by LESSOR to relet the Premises shall be sufficient if LESSOR follows its usual procedure for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If LESSOR has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to LESSOR'S claim to damages or loss of rental from LESSEE.

(b) LESSOR may recover all damages caused by LESSEE'S default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this LEASE, the unamortized cost of any tenant improvements installed by LESSOR to meet LESSEE'S special requirements and the cost of any clean up, refurbishing, lock changes and removal of the LESSEE'S property and fixtures. LESSOR may sue periodically to recover damages as they occur throughout the lease term, and no action for accrued damages shall bar a later action for damages subsequently accruing. LESSOR may elect in any one action to recover accrued damages plus damages attributable to the remaining term of the lease. Such damages shall be measured by the difference between the rent under this LEASE and the reasonable rental value of the Premises for the remainder of the term, discounted to the time of judgment at the prevailing interest rates on judgments.

(c) LESSOR may make any payment or perform any obligation which LESSEE has failed to perform, in which case LESSOR shall be entitled to recover from LESSEE upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one-and-one-half percent (1 1/2%) per month. Any such payment or performance by LESSOR shall not waive LESSEE'S default.

## 12.1 SURRENDER

On expiration or early termination of this LEASE, LESSEE shall deliver all keys to LESSOR to avoid a minimum lock change charge of \$45.00 per lock and surrender the Premises broom clean and in the same condition as at the commencement date of the term subject only to reasonable wear from ordinary use. LESSEE shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property and LESSOR may dispose of it in any manner without liability and LESSEE shall pay a reasonable charge for such removal and disposal. If LESSEE fails to vacate the Premises when required, including failure to remove all its personal property, LESSOR may elect either: (1) to treat LESSEE as a tenant from month to month, subject to all the provisions of this LEASE except that rent shall be one-and-one-half (1 1/2) times the total rent being charged when the lease term expired; or (2) to eject LESSEE from the Premises and recover damages caused by wrongful holdover. During the period of sixty (60) days prior to the termination date of this LEASE, the

LESSOR INITIAL RL LESSEE INITIAL RJC

LESSOR may post on said premises or in the windows thereof signs of appropriate size notifying the public that the premises are "For Lease."

### 13.1 REGULATIONS

In the event that LESSEE is no longer the sole tenant of the building, LESSOR shall have the right (but shall not be obligated) to make, revise and enforce regulations or policies consistent with this LEASE for the purpose of promoting safety, order, economy, cleanliness, and good service to all tenants of the Building. All such regulations and policies shall be complied with as if part of this LEASE.

### 14.1 ACCESS

LESSOR shall have the right to enter upon the Premises at any time by passkey or otherwise to determine LESSEE'S compliance with this LEASE, to perform necessary repairs to the Building or the Premises, examine the condition of the Leased Space, to show the Premises to any prospective tenant or purchasers or for any other lawful purpose. Except in the case of emergency, such entry shall be at such times and in such manner as to minimize interference with the reasonable business use of the Premises by LESSEE.

### 14.2 FURNITURE AND BULKY ARTICLES

Use of the elevator to move items of 1,000 pounds or greater shall require LESSOR'S approval.

### 15.1 NOTICES

Notices between the parties relating to this LEASE shall be in writing, effective when delivered, or if mailed, effective on the second day following mailing, postage prepaid, to the address for the party stated in this LEASE or to such other address as either party may specify by written notice to the other. Notice to LESSEE may always be delivered to the Premises. Rent shall be payable to LESSOR at the LESSOR'S address and in the same manner, but shall be considered paid only when received.

### 16.1 SUBORDINATION

however, a copy of any such notice shall be simultaneously sent to Lessee at its address stated in this Lease.

This LEASE shall be subject and subordinate to any mortgages, deeds of trust, or land sale contracts (hereafter collectively referred to as encumbrances) now existing against the Building. At LESSOR'S option this LEASE shall be subject and subordinate to any future encumbrance hereafter placed against the Building (including the underlying land) or any modifications of existing encumbrances, and LESSEE shall execute such documents as may reasonably be requested by LESSOR or the holder of the encumbrance to evidence this subordination.

### 16.2 TRANSFER OF BUILDING

If the Building is sold or otherwise transferred by LESSOR or any successor, LESSEE shall attorn to the purchaser or transferee and recognize it as the LESSOR under this LEASE, and, provided the purchaser assumes all obligations hereunder, the transferor shall have no further liability hereunder.

LESSOR INITIAL Co LESSEE INITIAL RJC

### 16.3 ESTOPPELS

Either party will within 20 days after written notice from the other execute, acknowledge and deliver to the other party a certificate certifying whether or not this LEASE has been modified and is in full force and effect; whether there are any modifications or alleged breaches by any other party; the dates to which rent has been paid in advance, and the amount of any security deposit, LEASE CONSIDERATION, or prepaid rent; and any other facts that may reasonably be requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate. If requested by the holder of any Encumbrance, or any ground, LESSOR, LESSEE will agree to give such holder or LESSOR notice of and an opportunity to cure any default by LESSOR under this LEASE.

### 17.1 ATTORNEYS FEES

*In any litigation arising out of this LEASE, the prevailing party shall be entitled to recover, in addition to costs and disbursements, attorneys' fees at trial and on any appeal.*

### 18.1 QUIET ENJOYMENT

LESSOR warrants that so long as LESSEE complies with all terms of this LEASE, it shall be entitled to peaceable and undisturbed possession of the Premises free from any eviction or disturbance by LESSOR. LESSOR shall have no liability to LESSEE for loss or damages arising out of the acts of other tenants of the Building or third parties, nor any liability for any reason which exceeds the value of its interest in the Building, except such loss or damage which results from negligence of the Lessor,

### 19.1 COMPLETE AGREEMENT

the direct

*This LEASE and the attached Exhibits and Schedules constitute the entire agreement of the parties and supersede all prior written and oral agreements and representations. Neither LESSOR nor LESSEE is relying on any representations other than those expressly set forth herein.*

## 20x1 CHAIR MATS

[illegible]

## 21.1 PARKING

LESSEE shall have the exclusive use of all parking spaces located on the on-site parking lot and on the off-site satellite parking lot located at S.E. 43rd and Belmont Street in Portland, Oregon,' as shown in Exhibit B attached hereto.

LESSOR INITIAL C LESSEE INITIAL RJO

## 22.1 COMMON AREA

N/A Deleted in its  
Entirety

~~Where the Building has a common entrance or meeting room, the LESSEE may use these facilities at no cost on a first come, first serve basis by contacting the LESSOR and reserving the room in advance. Abusing the privilege of the rooms may result in the loss of said use.~~

## 23.1 NOTICE OF NON-RENEWAL

N/A Deleted in its  
Entirety

~~The LESSEE shall give the LESSOR written notice of LESSEE'S intent regarding the expiration of the LEASE not more than ninety (90) days and not less than sixty (60) days prior to the expiration date of this LEASE. In the event the LESSEE fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional six (6) month term. The same notice requirement shall apply to the new expiration date of the LEASE. In the event that LESSEE again fails to give written notice within the prescribed time frame, the expiring LEASE shall be automatically extended, at the option of the LESSOR, for an additional one (1) year term. It is agreed that the extension shall not be considered a holdover and that the LESSEE'S rent would be adjusted as per the LEASE. In the event there is no provision for adjustment, the LEASE shall be adjusted by the Consumer Price Index (CPI) for all U.S. Cities average for the previous 12 month period or the established marketed building rental rate for a one (1) year lease term, whichever is greater. An equal amount shall be paid to bring the LEASE CONSIDERATION up to an equal amount of the current months rent.~~

## 24.1 NOTICE TO OWNERS, BUYERS, AND TENANTS REGARDING HAZARDOUS WASTES OR SUBSTANCES UNDERGROUND STORAGE TANKS

Comprehensive Federal and State laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Superfund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers and tenants are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as all other aspects of the proposed transaction. If hazardous wastes or substances have been, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

Although AMERICAN PROPERTY MANAGEMENT CORP. will disclose any knowledge it actually possesses with respect to the existence of hazardous wastes or substances, or underground

LESSOR INITIAL   L   LESSEE INITIAL   RJC

storage tanks on the property, AMERICAN PROPERTY MANAGEMENT CORP. has not made investigations or obtained reports regarding the subject matter of this Notice, except as may be described in a separate written document signed by AMERICAN PROPERTY MANAGEMENT CORP. AMERICAN PROPERTY MANAGEMENT CORP. makes no representations regarding the existence or nonexistence of hazardous wastes or substances, or underground storage tanks on the property. You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to petroleum base products, paints and solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is therefore meant to apply to any transaction involving any type of real property, whether improved or unimproved. Lessee shall have no liability or responsibility for removal of any hazardous wastes, or substances brought or placed upon the premises leased by another person, provided that the person is not a sub lessee of the named LESSEE of this Lease.

## 25.1 MODIFICATION

LESSOR INITIAL

LESSEE INITIAL

This LEASE may not be modified except by endorsement in writing attached to this LEASE, dated and signed by all the parties hereto, and neither party shall be bound by any oral or written statement of any servant, agent, or employee modifying this LEASE.

## 26.1 PARTIES AFFECTED

The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, so far as the terms of this LEASE permit, assigns of the parties hereto, and the words "LESSOR" and "LESSEE" and their accompanying verbs or pronouns, wherever used in this LEASE, shall apply equally to all persons, firms, or corporations which may be or become parties hereto.

## 27.1 SECURITY

LESSEE and not LESSOR, is responsible for security of the Leased Space. Any breach in security of the Leased Space, common areas, common access doors, and/or elevators shall not constitute an eviction of the LESSEE or relieve LESSEE from any of LESSEE'S obligations under this LEASE.

## 28.1 RIGHT TO RELOCATE

N/A Deleted in its Entirety

~~LESSOR hereby reserves the right at any time during the term hereof to change the location of the LEASED Premises in the building or other acceptable property as may be required. In the event LESSOR elects to exercise the foregoing option it shall advise LESSEE by sixty (60) days prior written notice of its intention and LESSEE hereby agrees to be bound by such election and, further, to execute upon receipt from LESSOR, whatever amendments or other instruments may be required to correctly reflect the foregoing changes and/or alterations. LESSOR shall relocate LESSEE at LESSOR'S sole expense. LESSEE shall be relocated to a premise of like land and quality.~~

LESSOR INITIAL   *R*   LESSEE INITIAL   *RJC*

## 29.1 RENTAL ADJUSTMENT

The rental will be adjusted on the annual anniversary date of the LEASE if the LEASE is for a term of one (1) year or longer. On said anniversary date the rental adjustment will be the lowest of the following two (2) factors:

(A) A five percent (5%) increase over the yearly rental rate paid the current year term now expiring.

(B) The percentage increase in the yearly Consumer Price Index for U.S. City average (all urban consumer), which as of May 1993 was 144.2 and the same Cost Price Index as of May, 1994, and on the same month of each year of the LEASE term. Such information will be secured from the U.S. Bureau of Labor Statistics.

## 30.1 RENTAL ADJUSTMENT DATES

August 1, 1994, August 1, 1995, August 1, 1996,  
August 1, 1997, August 1, 1998, August 1, 1999,  
August 1, 2000, August 1, 2001, August 1, 2002,  
August 1, 2003

## 31.1 SMOKING - ENTIRE NON-SMOKING BUILDING

The building in which the LEASED space is located has been designated as an entire NON-SMOKING building. This includes all areas of the building, both common areas as well as individual tenant spaces. Thus, smoking in the LEASED area is not permitted. Because of the fact that some tenants' leases were in existence prior to the adoption of the entire building non-smoking policy, these tenants have the right, if they choose, to smoke in their LEASED space only, but do have a LEASE obligation to provide smokeless ashtrays and/or an air purification system that will filter air within the space to the extent that it is economically feasible. LEASES for all new tenants moving into the building will incorporate the entire non-smoking building policy and will prohibit these new tenants under their LEASE from smoking in all areas of the building.

## 32.1 WAIVER

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant otherwise.

## 33.1 PERSONAL GUARANTY

See Exhibit "A"

  X   None Required

LESSOR INITIAL   C   LESSEE INITIAL   RM



### 34.1 INTERIOR DESIGN & MODIFICATION

See Section 40.1

### 35.1 PROPERTY TAX EXEMPTION

Under the provisions of ORS 307.112, certain real property tax savings resulting from the exemption of the property leased herein may accrue to the building. The tax savings resulting from the exemption under such statute shall accrue to the benefit of the LESSEE by a reduction in the rent equal to the annual savings caused by the exemption. The amount of the rental offset shall be determined annually in November by multiplying the exempt value by the correct tax rate; this rental offset shall be divided by the number of lease months remaining from November through the next following month of June and applying the reduction to the rent payments due in each of the said lease months.

### 36.1 CANCELLATION OF AGREEMENT BY LESSEE

It is understood and agreed that LESSEE may cancel this agreement effective as of any June 30 during the term of this agreement commencing July 30, 1995 by giving LESSOR not less than one hundred twenty (120) days prior written notice of such cancellation, in the event that the program funding to maintain the Aging Services Division Southeast Branch is not provided by the Multnomah County Board of Commissioners. The provisions of this Paragraph 36.1 will not be used for the purpose of leasing alternative space where services would be provided at the same level as in the premises.

In the event that LESSEE cancels this agreement as provided in this Paragraph 36.1, LESSEE shall pay to LESSOR upon the effective date of such cancellation, or as soon as determined, the following:

(a) an amount equal to the cost of tenant improvements paid by LESSOR for improvement of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(b) an amount equal to the real estate agents' commissions paid by LESSOR in connection with leasing of the premises being vacated by LESSEE, multiplied by the percentage of lease term remaining at the effective date of cancellation, which commissions were based upon 6.75% of base rental for the first five years of the term and 3.75% of base rental for the second five years of the term; plus

(c) an amount equal to two months' base rental of the premises being vacated by LESSEE, multiplied by the percentage of the lease term remaining at the effective date of cancellation; plus

(d) reasonable industry charged  
(d) reletting commission costs incurred by LESSOR for reletting the premises being vacated by LESSEE for the period of the term of this agreement remaining at the effective date of cancellation.

If LESSOR, upon cancellation of this agreement by LESSEE as provided in the Paragraph 36.1, exercises LESSOR'S option to have any of the LESSEE'S subleases of the premises assigned to LESSOR in accordance with Paragraphs 10.1 and 43.1 of this agreement, or if any of LESSEE'S sublessees are allowed by agreement with LESSOR to remain in the premises after such cancellation,

LESSOR INITIAL

LESSEE INITIAL

LESSOR INITIAL   e   LESSEE INITIAL   RJO

the effective date of cancellation with regard to such sublessee's portion of the premises shall be the date of expiration of such sublease or the end of the period such sublessee is allowed to remain in the premises after cancellation by LESSEE.

### 37.1 PHASED IN OCCUPANCY DATES/RENT PAYMENT SCHEDULE

LESSEE agrees to take occupancy and commence with monthly rental payments under the following schedule:

<u>MINIMUM FOOTAGE TO BE OCCUPIED</u>	<u>POSSESSION DATE</u>	<u>RENT COMMENCEMENT DATE</u>	<u>MONTHLY PAYMENT AMOUNT</u>
9,400	08/01/93	10/01/93	\$ 7,441.60
2,800	09/01/93	11/01/93	\$ 2,216.66
2,000	10/01/93	12/01/93	\$ 1,583.33
<u>12,694</u>	<u>11/01/93</u>	<u>01/01/94</u>	<u>\$10,049.41</u>
TOTALS: 26,894			\$21,291.00

Effective January 1, 1994 LESSEE shall pay total combined monthly rent of \$21,291.00 for the 26,894 total square feet leased. The \$21,291.00 total combined monthly rent payment shall be used as the base amount which shall be adjusted annually pursuant to Sections 29.1 and 30.1 of this Lease Agreement. It is agreed that the gross square footage of the building is 31,630 square feet.

### 38.1 RESTRICTED USES BY LESSEE

LESSEE shall be restricted from the following uses on the lease premises:

- LESSOR INITIAL Q  
LESSEE INITIAL A
- (A) No on-site food preparation, except- limited food preparation in connection with  
(B) No drug treatment services Lessee's allowed uses under Section 4.1, not for  
(C) No alcohol treatment services restaurant or general distribution purposes. No  
commercial kitchen hood or fire system to be installed for permitted  
activities described in the letter dated July 30, 1993,  
attached as exhibit 1.

39.1 AMERICAN WITH DISABILITIES ACT (ADA) Any further modifications required in addition to the ADA improvements provided by LESSOR as part of the initial tenant improvements agreed to between LESSEE and LESSOR shall be installed by LESSEE at LESSEE'S sole cost and expense.

### 40.1 TENANT IMPROVEMENTS

Because LESSEE shall occupy the leased premises in phases as indicated in Section 37.1 of this Lease Agreement, LESSEE shall provide to LESSOR all mutually agreed upon floor plans for LESSEE or for LESSEE'S sub-tenant no later than 45 days prior to the agreed occupancy dates. LESSOR will provide building standard interior space improvements including building standard sheet rocked walls, building standard floor covering, building standard lighting, building standard electrical, building standard doors/frames/hardware, building standard re-lights, building standard window covering and building standard telephone mud rings. Attached and made a part hereto of this Lease Agreement are the Exhibit "A" Building Diagrams, which show each floor of the entire building as they exist at the time of the execution of this Lease Agreement and prior to any agreed tenant improvements. All interior building lobbies as shown on Exhibit "A" are to remain unchanged.

LESSOR INITIAL Q LESSEE INITIAL RJC 13

LESSOR will not provide and/or install any plumbing or kitchen type improvements or any special electrical, computer, communications or surveillance wiring of any type.

Any improvements above the building standard or building standard improvements requested after the agreed occupancy date will be at LESSEE'S sole cost and expense and LESSOR will not be obligated to perform any above standard tenant improvements if LESSOR desires not to do so, and if LESSOR agrees to provide said non-standard building improvements the LESSEE and LESSOR are to agree in writing as to the costs.

#### **41.1 SUBLEASE RIGHTS**

LESSEE is allowed the right to sublease in accordance with Sections 10.1 and 36.1 of this Lease Agreement. In the event that LESSEE elects to sublease space, LESSEE agrees that the sublease tenants shall be under the direct control of the LESSEE and sublease tenants shall have no correspondence with LESSOR nor shall LESSOR have any responsibility to enforce or respond to any provisions of this Lease Agreement with regard to the sublease tenants.

#### **42.1 VENDING MACHINES**

Any vending machines that are placed in the common areas of the building will be at the sole expense, discretion and control of the LESSOR.

#### **43.1 OPTION TO RENEW**

Provided that LESSEE has not defaulted with regard to any of the terms and conditions of this Lease Agreement, LESSEE shall have the option to renew this lease for two (2) consecutive terms of five (5) years each under the same terms and conditions of the expiring lease with the exception of the monthly rental which shall be adjusted at the beginning of each five (5) year term to the then prevailing market rental rate for similar office space located in the close proximity of the Tabor Square Office Building and subject to an annual CPI adjustments not to exceed five percent (5%).

LESSOR INITIAL   C   LESSEE INITIAL   RJD

In construing of this LEASE, it is understood that the LESSOR or the LESSEE may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.

LESSOR:  
AMERICAN PROPERTY MANAGEMENT CORP.

(Federal Tax ID# 93-0787569\*)

\*Lessee need not supply Lessor a Federal 1099 Form

Address for Notices:

P.O. Box 12127  
Portland, Oregon 97212-0127  
2154 N.E. Broadway, #200  
Portland, Oregon 97232-1561

By: [Signature]  
Name: Steven L. Blank  
Title: Senior Vice President  
of Operations

DATE: 7/30/93

LESSEE:  
MULTNOMAH COUNTY

REVIEWED

By

[Signature]  
MULTNOMAH COUNTY COUNCIL

Address for Notices:

2505 S.E. 11th Avenue  
Portland, Oregon 97202

By: [Signature]  
Name: \_\_\_\_\_  
Title: County Chair

DATE: \_\_\_\_\_

**COPY**

NOTARY:

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this 30 day of July, 1993 by the above-named Henry Higgins  
to be his/her voluntary act and deed.

[Signature]  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

C:\WP51\LEASES\MULTCOUN.LSE

LESSOR INITIAL [Signature] LESSEE INITIAL [Signature]



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND  
PROPERTY MANAGEMENT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

July 30, 1993

Mr. Peter C. Brown  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Subject: Lease of Tabor Square Property at 4610 SE Belmont

Dear Mr. Brown:

A substantial amount of discussion during our negotiation of the lease of the Tabor Square property to Multnomah County has involved Section 38.1 of the proposed lease and the nature of the on-site food preparation and kitchen facilities allowable under the restrictions of Section 38.1.

We believe that the language of Section 38.1 contained in the present lease proposal is consistent with the intended on-site food preparation activities and kitchen facilities of the County and its probable sublessees.

The general nature of the intended activities is outlined below for the information of American Property Management in order that these will be understood by both parties to the lease to be allowable within the language of the lease.

It is anticipated that a kitchen facility will be constructed in the premises in connection with the planned senior center for the purpose of preparation of a limited number of meals, which will be served at the site a maximum of two to three times per week. On other days, meals prepared at an outside location would be brought to the kitchen to be warmed and served at the site.

The kitchen would not be designed for the capacity of commercial food service operations, such as restaurants or other institutions

for sale or distribution of meals to the general public, and would not be used for such commercial food service operations. The kitchen at the premises would have ventilation capacity and fire safety systems as required for safe operation for the purposes stated in the last paragraph above.

Very truly yours,



Robert Oberst  
Property Manager

CC: Jim McConnell  
Bob Coltrane

**ADDITIONAL LANGUAGE REQUIRED BY LESSOR:**

LESSOR makes no representation as to the space being able to be used as a kitchen. All necessary alterations, permits and approvals with regard to the use of this area shall be performed by LESSEE at LESSEE'S expense.

LESSOR INITIAL



LESSEE INITIAL

\_\_\_\_\_

LEASE ADDENDUM NO. 1

This is a an addendum to the lease dated July 8, 1993,  
between American Property Management Corp., as Lessor, and  
Multnomah County, as Lessee, for lease of real property at 4610  
S.E. Belmont, Portland, Oregon.

The following is added to and made a part of the lease:

Option to Purchase

During the lease term or any extension thereof, Lessor shall  
not offer the leased premises for sale without first  
notifying Lessee of Lessor's intention to sell. Lessee  
shall have 10 days after receipt of Lessor's notice of  
intention to sell in which to give notice to Lessor by  
certified mail of Lessee's intention to purchase the  
property on terms to be negotiated by the parties. If  
Lessee fails to give notice to Lessor of Lessee's intention  
to purchase within 10 days, Lessor may sell the property  
free of any obligations under this paragraph.

AMERICAN PROPERTY MANAGEMENT CORP.

By: \_\_\_\_\_

Date: 7/30/93

MULTNOMAH COUNTY

By: \_\_\_\_\_

Date: 7-30-93

Hank Miggins, Acting Chair

REVIEWED:

Laurence Kressel  
County Counsel

By: \_\_\_\_\_



## MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF FACILITIES AND  
PROPERTY MANAGEMENT  
2505 S.E. 11TH AVENUE  
PORTLAND, OREGON 97202  
(503) 248-3322

July 29, 1993

Mr. Steven Blank, Sr. V.P.  
American Property Management  
2154 N.E. Broadway  
Portland, Oregon 97212

Dear Mr. Blank:

Upon final execution of documents leasing the Tabor Square property to Multnomah County, the County will immediately proceed to requisition a check in the amount of \$7,441.60 payable to American Property Management. Said check shall be applied toward the first month's rental which is October 1993.

Very truly yours,

Robert Oberst  
Property Manager

CC: Jim McConnell

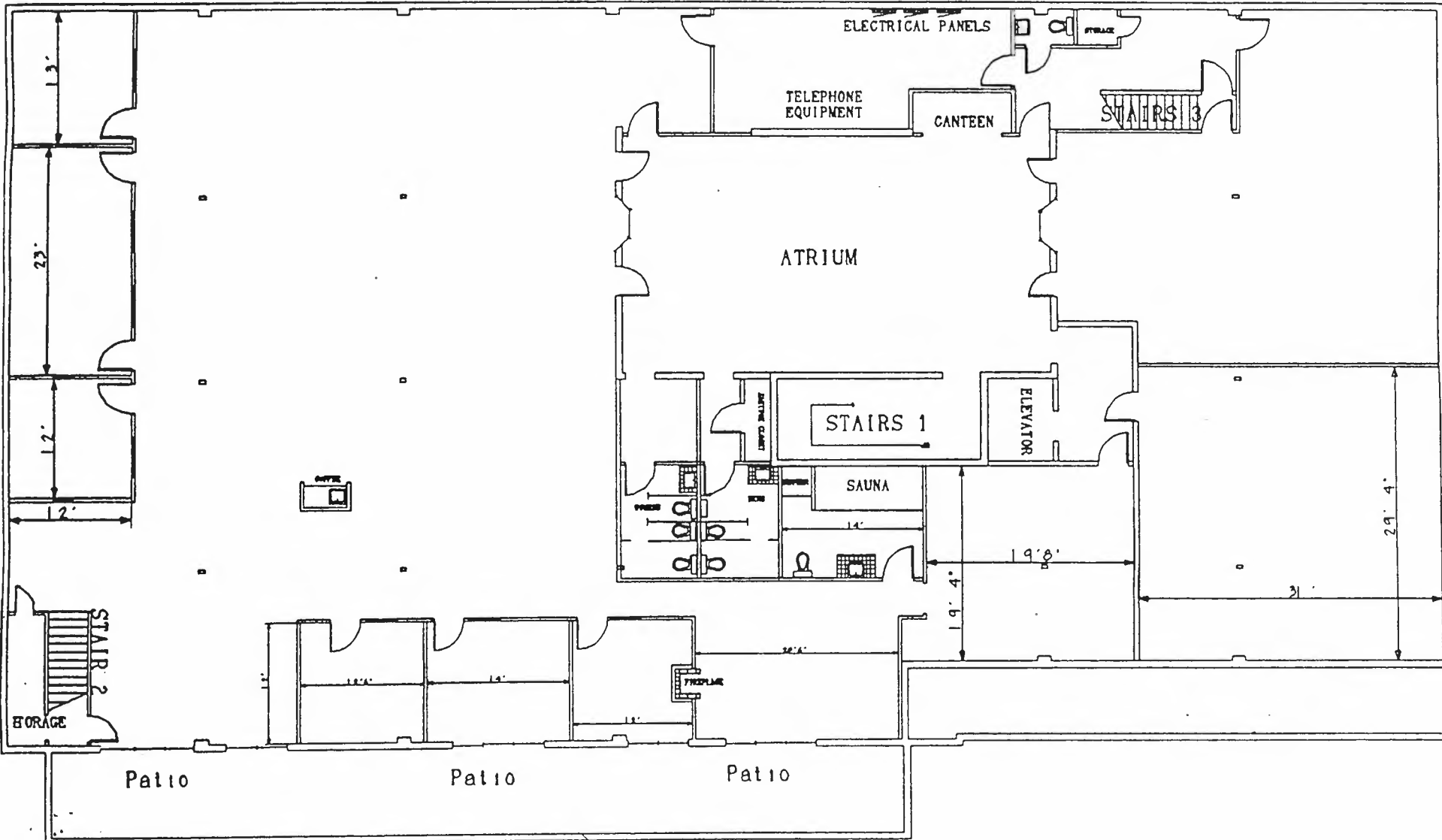


N↑  




2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone (503) 284-2147 FAX (503) 287-1587

EXHIBIT "A" Page 1 of 3  
ACCOUNT #C-6688-01  
MULTNOMAH COUNTY, OREGON



LESSOR INITIAL \_\_\_\_\_  
LESSEE INITIAL \_\_\_\_\_



Tabor Square  
4610 S.E. Belmont  
Portland, Oregon



## American Property Management

2154 N.E. Broadway Portland, Oregon 97232  
Mailing Address: P.O. Box 12127, Portland, Oregon 97212  
Phone: (503) 284-2147 FAX: (503) 287-1587

Second Floor Area  
11,437 S.F. (Inside)  
- 1,100 S.F. Atrium  
- 386 S.F. Stairs  
9,951 S.F. Available

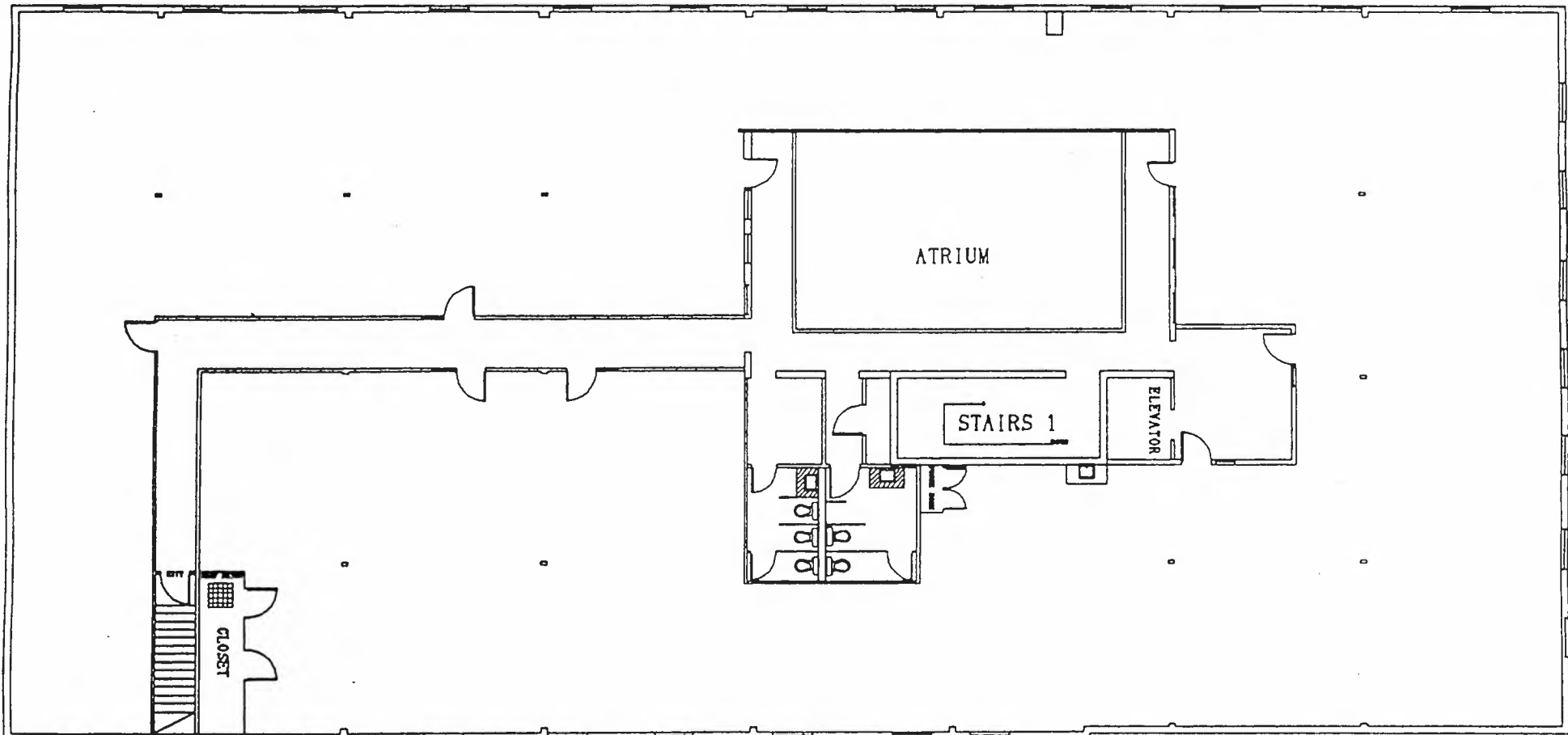
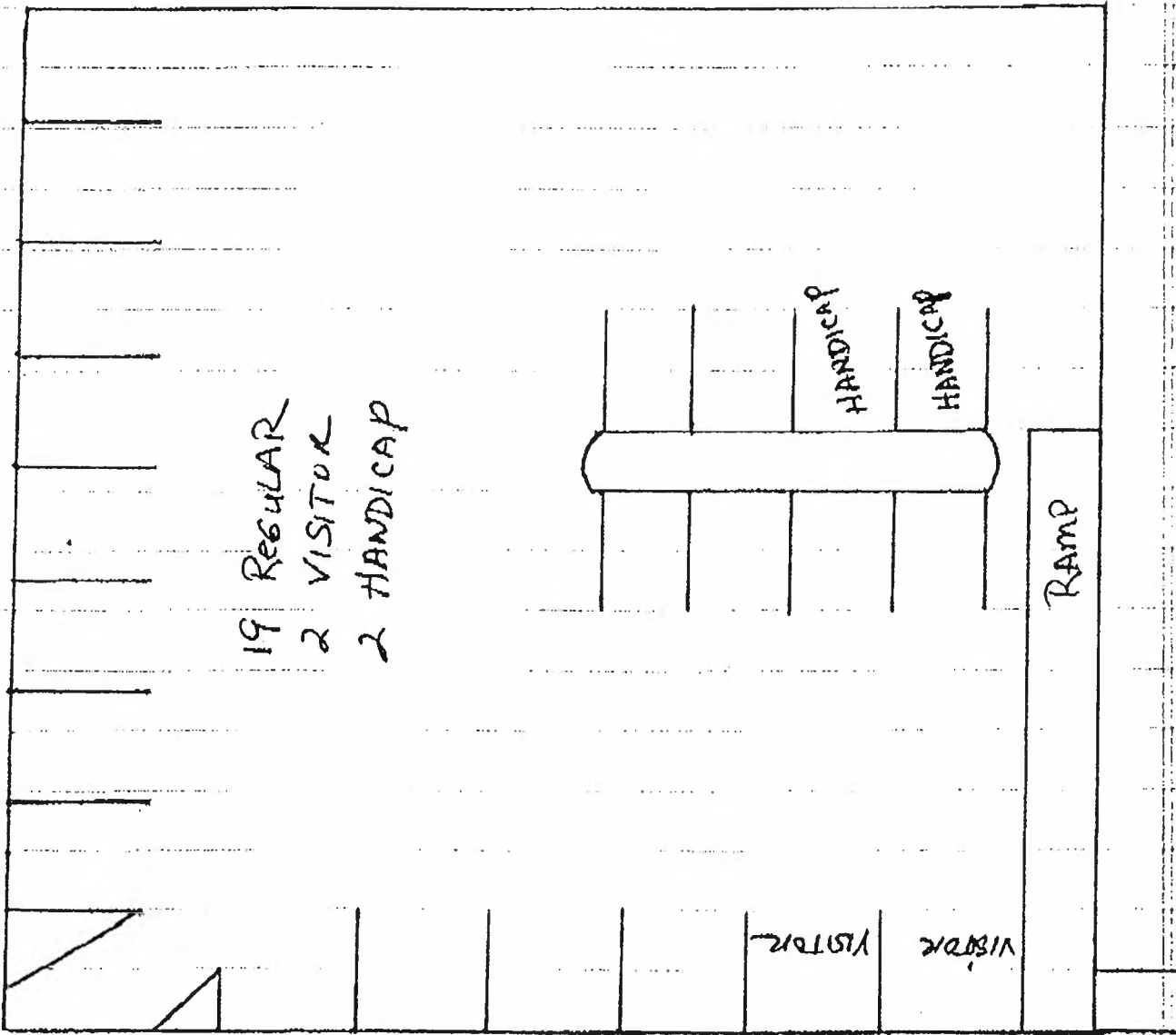


EXHIBIT "A" Page 3 of 3  
ACCOUNT #C-6688-01  
MULTNOMAH COUNTY, OREGON

LESSOR INITIAL

LESSEE INITIAL

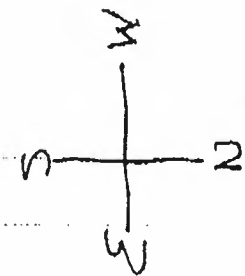


TABOR SQUARE

South Lot

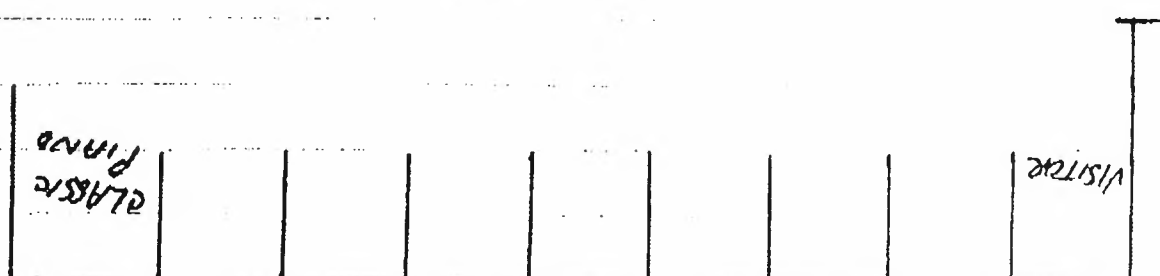
2

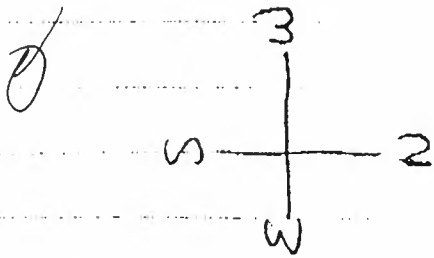
TABOR  
SQUARE



107 1247

7 REGULAR  
1 VISITOR





1 DOOR SPURVE TUXILITLY L-01

