

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 08-024

Approving an Amendment for Lease R-59 Between Multnomah County, as Landlord, and the City of Gresham, as Tenant, for Space in the John B. Yeon Facility

The Multnomah County Board of Commissioners Finds:

- a. The City of Gresham has leased and occupied approximately 3,006 square feet of surplus space in the John B. Yeon building since January 2006 per approval under Multnomah County Board of Commissioners agenda #R-22 dated December 15, 2005. The leased space is for the operation of a road maintenance unit serving the City of Gresham for uses related to maintaining traffic signals. The current lease is scheduled to expire June 30, 2008 and it is the desire of both parties to extend the term through June 30, 2009.
- b. The attached First Amendment to Lease has been negotiated with the City of Gresham with rent to be adjusted to \$2,968.00 per month or \$35,616 per year based on actual expenses for the space.
- c. It is in the best interest of the County to amend Lease #R-59 on the terms and conditions set forth in the attached amendment.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached First Amendment to Lease and the County Chair is authorized to execute the Amendment on behalf of Multnomah County.
2. The County Chair is authorized to execute renewals of the lease and execute amendments to the lease without further Board action.

ADOPTED this 13th day of March 2008



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY:
Carol M. Ford, Director, Dept. of County Management

FIRST AMENDMENT TO LEASE

BETWEEN: Multnomah County, Oregon
Facilities and Property Management
401 N. Dixon Street
Portland, OR 97227

LANDLORD

AND: City of Gresham
Transportation Manager
1333 NW Eastman Parkway
Gresham, OR 97030

TENANT

By a Lease dated December 31, 2005, Tenant leased from Landlord certain space of approximately 3,006 square feet of usable space in the facility known as John B. Yeon Facility located at 1620 SE 190th Avenue, Portland, Oregon, the parties agree to amend the Lease as follows:

A. Amended Terms and Conditions:

1. **Section 1: Occupancy, Sub-section 1.1 "Original Term"** is amended by deletion of the existing provision and the substitution of the following:
 - 1.1 **Lease Term.** The lease term originally commenced on approximately January 1, 2006 and as extended on July 1, 2007 will continue through June 30, 2009 unless sooner terminated as hereinafter provided.
2. **Section 2: Rent, Subsection 2.1 "Rent"** is amended to add the following:
Effective July 1, 2008, Tenant shall pay to Landlord as rent the sum of \$2,968.00 per month.

B. Remainder of Agreement

Except as expressly provided herein, all other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signature below, but this Agreement on behalf of such party is deemed to have been dated as of the date first above written.

For Landlord:
Multnomah County, Oregon

Date: _____

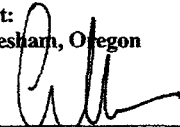
By: _____
Ted Wheeler, Chair

Date: _____

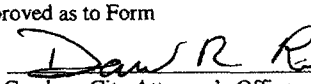
Reviewed
By: _____
Matthew O. Ryan, Asst. County Attorney

For Tenant:
City of Gresham, Oregon

Date: 1/29/2008

By: 
Title: CITY MANAGER

Date: 1/2/08

Approved as to Form
By: 
Gresham City Attorney's Office