

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 07-145

Approving Amendment to Real Property Lease and Authorizing County Chair to Execute Further Lease Amendments with Unico Properties, LLC at the Lincoln Building, 421 SW Oak Street Portland, Oregon

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County leases approximately 8,347 square feet from the YWCA of Greater Portland at the YWCA Downtown Center ("Center"), located at 1111 SW 10th Street, Portland, Oregon. Multnomah County Department of County Human Services ("DCHS") Aging and Disability Services Division ("ADS") operates the West ADS Office at the Center. The lease is set to expire not later than March 31, 2008.
- b. Multnomah County leases approximately 99,478 square feet from Unico Properties, LLC ("Unico") at the Lincoln Building, 421 SW Oak Street, Portland, Oregon ("Lincoln Building") in a lease expiring in April 2016 ("Property Lease"). The Lincoln Building serves as a major DCHS hub. The Multnomah County Facilities Strategic Plan, adopted by Resolution 05-148, included the development and expansion of hubs and consolidation of smaller sites as an effective strategy for improving service delivery and efficiency.
- c. After initial space planning, financial analysis, and operational and programmatic development with DCHS, the Facilities and Property Management Division has negotiated the attached Lease Terms Letter, dated July 19, 2007, with Unico to amend the Property Lease to include an additional space of approximately 5,311 square feet in the Lincoln Building for the relocation of the West ADS Office.
- d. It is in the best interests of the County to amend the Property Lease on the terms and conditions set forth in the attached Lease Terms Letter.

The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached Lease Terms Letter as the basis for a lease amendment to the Property Lease effective on or about December 1, 2007. The County Chair is authorized to execute an amendment to the Property Lease substantially conforming to the terms of the attached Lease Terms Letter.

2. The County Chair is authorized to execute future amendments to the Property Lease without further Board action.

ADOPTED this 16th day of August 2007.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

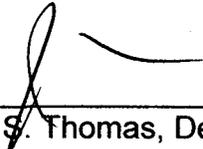




Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John S. Thomas, Deputy County Attorney

SUBMITTED BY:

Carol M. Ford, Director, Dept. of County Management



July 19, 2007

111 SW 5TH AVENUE - SUITE 4070
PORTLAND, OREGON 97204

Via Electronic Mail

David Reinhart
CresaPartners
One SW Columbia Street, Suite 1610
Portland, OR 97258

RE: *Multnomah County – Lincoln Building First Floor Expansion*

Dear David:

Enclosed for your review are the proposed business terms regarding an expansion for Multnomah County ("Tenant") at the Lincoln Building. We appreciate the opportunity to provide this proposal and look forward to the continuation of a mutually beneficial relationship with Multnomah County.

Expansion Premises	Approximately 5,311 rentable square feet (RSF) currently available for lease on the 1 st floor of the Lincoln Building. ("Expansion Premises")
Lease Commencement	Upon completion of Tenant Improvements in the Expansion Premises, but in no event less than 120 days after lease execution. Lease Commencement is estimated to be January 1, 2007.
Lease Expiration	April 30, 2016
Full Service Lease Rate	The full service base rental rate for the Expansion Premises shall be: Months 1-12: \$10,000 per Month net of Real Estate Taxes Base Rent shall increase by \$0.50 per RSF each Year thereafter beginning on July 1, 2008.
Operating Expenses	The base rental includes operating expenses for the calendar year 2006, exclusive of real estate taxes. All other terms and conditions relating to Operating Expenses shall remain as written in the Lease.



Tenant Improvements	Landlord shall tender the Expansion Premises to tenant in "as-is" condition. Landlord shall provide tenant with an Improvement Allowance of \$25.00 per RSF of the Expansion Premises to offset design and construction costs. All design and construction cost overages shall be at Tenant's sole cost and expense. Costs associated with final space planning, permitting, construction drawings and construction management fee will be applied against the Improvement Allowance. Landlord makes no representation whatsoever to the actual cost of tenant construction. Any unused Improvement Allowance may be used by Tenant for any purpose relating to Tenant's relocation, including furniture, data, phones and direct move expenses.
Construction	All improvements shall be made using building standard finishes or better. Space plans, construction drawings and finish selections will be subject to Landlord's review and approval.
Professional Representation	Unico recognizes CresaPartners in this transaction and shall pay a commission to CresaPartners pursuant to a separate commission agreement between the two parties.
Conditions Precedent	This proposal is an outline of the material terms of our proposed transaction. We expect to negotiate a lease agreement, which will be generally consistent with this letter. This proposal shall not constitute a formal agreement, is subject to the full execution of a mutually acceptable lease, availability of the space and the approval of the transaction by building ownership and any lender.

If the attached terms meet your approval, please sign and return a copy of the document as acknowledgment of your acceptance. This proposal stands valid until July 31, 2007, and is subject to prior leasing. Upon notification, lease documents will be prepared for your review. If you have any questions, please do not hesitate to call me at 503-425-6707.

Sincerely,

A handwritten signature in black ink, appearing to read "B Pearce", with a long horizontal flourish extending to the right.

Brian Pearce
General Manager

AGREED AND ACCEPTED

Any proposed amendments to terms and conditions of the current lease between Landlord and Tenant will be subject to review by the County Attorney. Please note any amendment requested, proposal made, or counteroffer accepted by me or other authorized County representative for the above referenced property is not binding on the County until and unless the Board approves the proposed lease or amendment upon such terms and conditions that may be imposed.

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David Reinhart

July 19, 2007



BY:



Doug Butler, Director of Facilities
Multnomah County