

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 99-204**

Authorizing Execution of Amendment 4 to Lease Agreement 301615-8 with American Property Management for Department of Community and Family Services Space at the Commonwealth Building

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County has an existing lease with American Property Management for the Department of Community and Family Services, approved by the Board December 29, 1994, amended and extended through June 30, 2005.
- b) The Department of Community and Family Services requires more space to accommodate growth in the programs and to continue to deliver services in the Commonwealth Building.
- c) The 2,323 square feet that is the subject of this amendment has been identified as sufficient in size and location to facilitate the growing needs of the Department.
- d) The premises described in the attached Lease Amendment has been determined to be available at a reasonable rental.
- e) It appears that the lease of the premises described in the attached Lease Amendment will benefit Multnomah County.

The Multnomah County Board of Commissioners Resolves:

- 1. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Lease Agreement and any other documents required for the completion of this lease on behalf of Multnomah County.

Adopted this 14th day of October, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel



## 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

### FOURTH AMENDMENT TO LEASE

Date: September 15, 1999

AMERICAN PROPERTY MANAGEMENT Account #C-8486-02

The following **Fourth** Amendment to Lease shall amend the original Lease dated **December 29, 1994**, the **First Amendment to Lease** dated **February 20, 1995**, the **Second Amendment to Lease** dated **April 25, 1995** and the **Lease Extension/Expansion** dated **July 1, 1998** (collectively the "LEASE") between AMERICAN PROPERTY MANAGEMENT CORP. as agent for and on behalf of **WESTON HOLDING CO., L.L.C.** ("LESSOR") and **Multnomah County, a division of The State of Oregon, Community and Family Services** ("LESSEE") regarding the Premises located at **421 S.W. Sixth Avenue, Portland, Oregon**.

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

The LEASE shall be amended as follows:

1.) Page One:

Commencing **October 15, 1999** the account number shall include **#C-8516-03**.

Commencing **October 15, 1999** the Premises shall include Suite **#800** ("Expansion Space").

Commencing **October 15, 1999** the Premises square footage shall increase by **2323** rentable square feet.

Commencing **October 15, 1999** the initial Base Rental shall increase by **\$2,613.38** per month.

This Fourth Amendment shall expire **October 31, 2000**.

2.) Interior Design and Modification:

Expansion Space, Suite **#800** is described on the attached Exhibit "**B-2**" Space Plan.

### 3.) Lessor Agreed Tenant Improvements:

Expansion Space, Suite #800, shall be improved based on the attached Exhibit "C-2" Interior Space Work Agreement for Suite #800.

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

### 4.) Standard of Measurement for Suite #800:

#### A.) Useable Square Footage

Is that area from the center of the tenant demising wall to the center of the opposite tenant demising wall which is established by the American National Standard Method of Measurement of Office Floor Space (ANSI Z65.1-1980) and the Building Owners and Manager Association (BOMA).

#### B.) Load Factor

Is a percentage of all the Building common areas such as Building lobby, elevator lobbies, common hallways, common restrooms, common utility service closets, common conference room, common canteen/kitchen lounge areas and designated smoking areas. Not calculated are vertical floor penetrations such as stairways, elevator shafts or mechanical shafts.

#### C.) Rentable Square Footage

Is the calculated useable square footage plus a percentage of the common area of the building. The total of the two equal rentable square footage.

Formula:

Expansion Space, Suite #800

**2112** useable square feet + **10%** Load Factor = **2323** rentable square feet

Note: The actual common area square footage exceeds the Load Factor of the Lease.

These square footages are approximations only and may vary from the actual square footage. Prior to occupancy LESSEE may inspect and measure the Expansion Space to confirm the square footage. As of occupancy LESSEE shall be deemed to have accepted the Expansion Space, and will be deemed to have waived any objection to the square footage approximations set forth herein.

### 5.) Must Take Option

**This Fourth Amendment to Lease will automatically be extended on November 1, 2000 and terminate on June 30, 2005. The Base Rental will subject to a five percent (5%) annual increase on the following dates: July 1, 2001; July 1, 2002; July 1, 2003; and July 1, 2004.**

6) Floor Plan

See attached Exhibit "E-1" Floor Plan.

7.) Expiration of Offer:

This offer to amend the LEASE shall expire at the sole option of the LESSOR if this Lease Amendment is not signed by the LESSEE and delivered to the LESSOR with no changes and accompanied by appropriate prepaid monies by **September 29, 1999**.

All other terms and conditions of the LEASE shall apply.

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

LESSOR:

AMERICAN PROPERTY MANAGEMENT CORP. **Multnomah County, Oregon a political division of The State of Oregon, Community and Family Services**  
As agent for and on behalf of  
WESTON HOLDING CO., L.L.C.

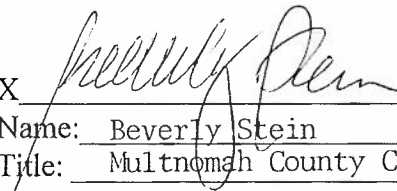
LESSEE:

**Multnomah County, Oregon a political division of The State of Oregon, Community and Family Services**

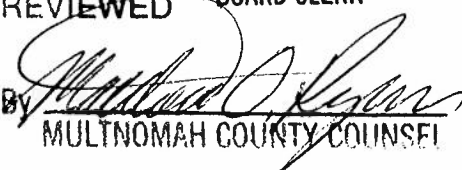
X \_\_\_\_\_  
Douglas D. Lindholm  
Vice President of Commercial Property

Date: \_\_\_\_\_

C:\AMENDMEN.(03/25/99tm)

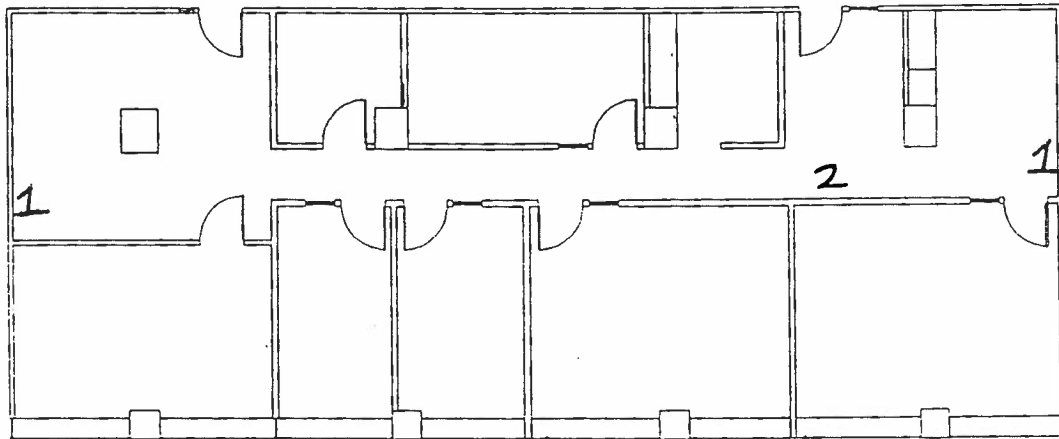
X   
Name: Beverly Stein  
Title: Multnomah County Chair  
Date: October 14, 1999

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 10/14/99  
DEB BOGSTAD

REVIEWED BOARD CLERK  
By   
MULTNOMAH COUNTY COUNSEL

**EXHIBIT "B-2" SPACE PLAN FOR EXPANSION SPACE  
SUITE #800**

*Multnomah County, Oregon, a political division of The State of Oregon,  
Community and Family Services  
421 S.W. Sixth Avenue, Suite #800  
Portland, Oregon 97204  
Account #C-8516-03*



COMMONWEALTH BLDG.  
SUITE 800  
421 SW 6th AVENUE  
PORTLAND, OR 97204

Acct. #8516  
2,112 USEABLE SQ.FT.  
OCTOBER 21, 1996  
SCALE: 1" = 10'

*1 = Add Cased Opening*

*2 = Repair Wall and Paint*

*Any changes to this Exhibit "B-2" Space Plan are subject to LESSOR'S approval. Any changes to this plan shall be at LESSEE'S sole cost and expense, shall not delay lease commencement, and may delay LESSEE'S occupancy.*

**EXHIBIT "C-2" INTERIOR SPACE WORK AGREEMENT FOR EXPANSION SPACE  
SUITE #800**

*LESSEE: Multnomah County, Oregon, a political division of The State of Oregon,  
Community and Family Services*

ACCOUNT #: C-8516-03 BUILDING/SUITE Commonwealth#800:

<u>ITEM</u>	<u>ACCEPTED AS-IS</u>	<u>AGREED IMPROVEMENTS</u>	<u>LESSOR EXPENSE</u>	<u>LESSEE EXPENSE</u>
<b>PAINTING:</b> (Building Standard Color)	—	Repair wall and paint as described on Exhibit "B-2" space plan to match existing paint color.	<u>X</u>	—
<b>FLOORCOVERING:</b> (Building Standard Carpet Color/Cove Base Color)	—	Shampoo carpet in Suite.	<u>X</u>	—
<b>VINYL FLOORCOVERING:</b> (Building Standard Vinyl)	<u>X</u>	—	—	—
<b>LIGHTING:</b> (Building Standard Fixtures)	<u>X</u>	—	—	—
<b>ELECTRICAL:</b> (Building Standard 110 Volt)	<u>X</u>	—	—	—
<b>CEILING:</b> (Building Standard Acoustical Tile)	<u>X</u>	—	—	—
<b>PARTITIONS:</b> (Building Standard Sheetrock)	<u>X</u>	—	—	—
<b>DOORS/FRAMES</b> (Building Standard Quality)	—	Install two (2) cased openings as described on Exhibit "B-2" Space Plan	<u>X</u>	—
<b>LOCKS/HARDWARE</b> (Building Standard Quality)	<u>X</u>	—	—	—
<b>RELIGHTS:</b> (Building Standard Interior)	<u>X</u>	—	—	—
<b>WINDOWCOVERING:</b> (Building Standard Exterior)	<u>X</u>	—	—	—
<b>TELEPHONE:</b> (Building Standard Mud Rings)	<u>X</u>	—	—	—
<b>PLUMBING:</b>	<u>X</u>	—	—	—

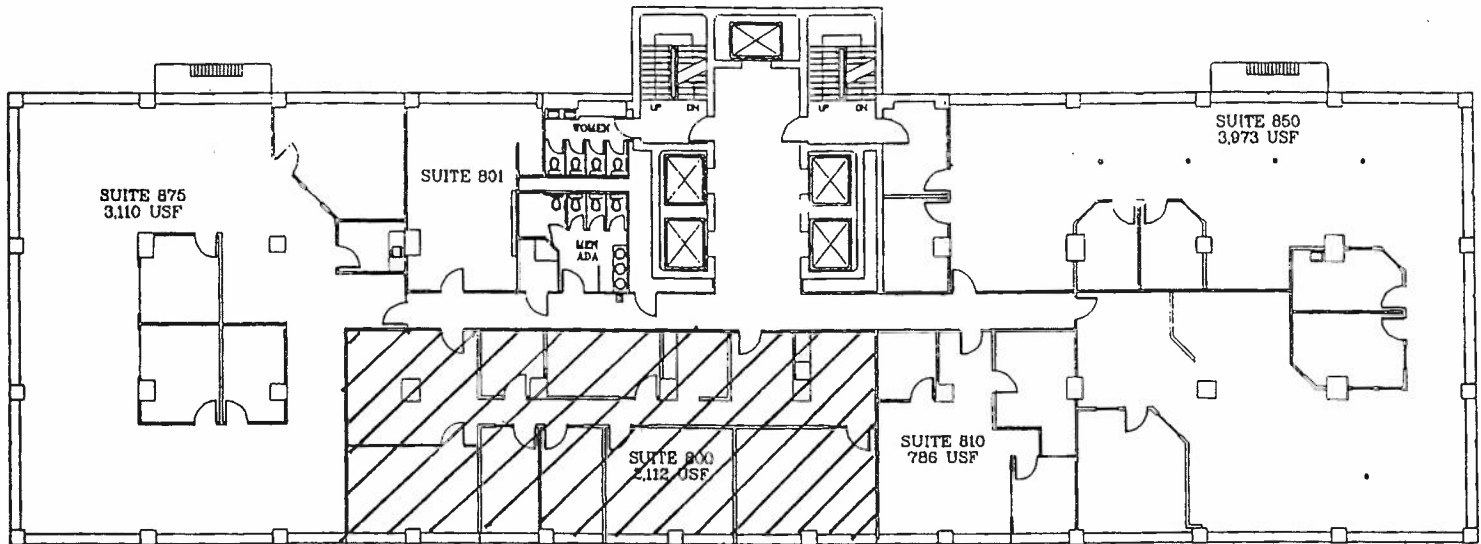
Note: LESSEE acknowledges that LESSOR will be performing the above-described work during normal business hours. LESSEE agrees to move all furniture and equipment at least three (3) feet away from work areas.

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.

# EXHIBIT "E-2" FLOOR PLAN FOR EXPANSION SPACE

## SUITE #800

Multnomah County, Oregon, a political division of The State of Oregon,  
Community and Family Services  
421 S.W. Sixth Avenue, Suite #800  
Portland, Oregon 97204  
Account #C-8516-03



COMMONWEALTH BLDG.  
EIGHTH FLOOR  
421 SW 6th AVENUE  
PORTLAND, OR 97204



= Premises

MARCH 11, 1998  
SCALE: 1" = 20'

The above Floor Plan is meant to show the approximate location of the Premises in relation to the rest of the floor only. It may not show an accurate as-built drawing and is not meant for tenant improvement purposes.