

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-174

Approving an Amendment to a Real Property Lease and Termination Payment at the Dexco Building,
Located at 727 NE 24th Avenue, Portland

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County currently leases 8,661 square feet at the Dexco Building ("Property"), 727 NE 24th Avenue, Portland, Oregon, from Dexco, Inc. The lease expires February 28, 2006.
- b. In August 2005, the Health Department's Community Immunization group relocated from the Property to the County-owned Walnut Park building. In September 2005, the Health Department's Environmental Health group relocated from the Property to the County-owned Southeast Health Center. Both moves resulted in increased building efficiencies.
- c. The Property was previously identified as a candidate for disposition in the Multnomah County Facilities Portfolio Consolidation and Disposition Strategy dated October 2004 and adopted by Resolution 04-168 dated November 18, 2004. The Strategy planned for this building included program relocation and a negotiated lease termination.
- d. Multnomah County and Dexco, Inc. representatives have conducted negotiations resulting in agreed terms for a lease termination. Both parties desire to amend the Lease by changing the termination date from February 28, 2006, to October 15, 2005. In exchange, Multnomah County will pay its October rent as due. Multnomah County will surrender to Dexco, Inc. its last month's rent deposit of \$9,115.00. Multnomah County will make a one time payment to Dexco, Inc. of \$21,180.00. This will save Multnomah County approximately \$10,000.00 of rent obligation, as well as the related maintenance obligation and risk liability associated with a continued leasehold.
- e. It is in the best interests of the County to amend the Lease on the terms and conditions set forth in the attached Cancellation of Lease Agreement.

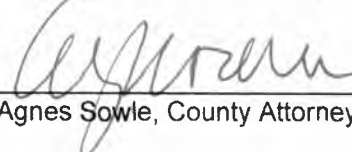
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the terms of the lease termination. The County Chair is authorized to execute an Amendment on substantially the same terms as the attached Cancellation of Lease Agreement.
2. The County Chair is authorized to execute additional amendments to the Lease without further Board action.

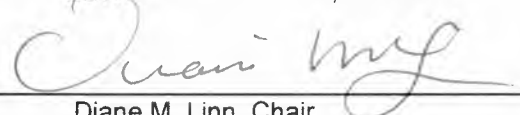
ADOPTED this 13th day of October, 2005.



AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Agnes Sowle, County Attorney

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

CANCELLATION OF LEASE AGREEMENT

This CANCELLATION of LEASE is made this 30th day of September, 2005, (the "Agreement") by and between Dexco, Inc., c/o William S. Wright and Associates Inc, ("Landlord"), and Multnomah County, Oregon ("Tenant").

RECITALS


A. Whereas Landlord and Tenant are parties to that certain lease dated October 25, 1995, covering 8,661 square feet of Office space located at 727 NE 24th Avenue in Portland, Oregon (the "Premises").

B. Landlord and Tenant desire to cancel the Lease and to release each other from all further responsibilities, obligations, liabilities and claims respecting or arising out of the Lease, subject to the terms and conditions outlined below.

NOW THEREFORE, Landlord and Tenant covenant and agree as follows:

1. The Lease is canceled effective October 15, 2005, the "Cancellation Date."
2. From and after the Cancellation Date, Tenant shall have no further right or interest in and to the Lease or the Premises, or any fixtures or improvements located in the Premises.
3. Landlord and Tenant each release and discharge the other of and from any and all claims, demands, and causes of action, arising out of or respecting the Lease of the Premises that accrue from and after the Cancellation Date.
4. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective heirs, successors and assigns.
5. Consideration under this Cancellation Agreement is as follows: Tenant will pay Landlord full October rent as due. Tenant hereby surrenders to Landlord the last month's rent deposit of \$9,115.00 currently held by Landlord. Tenant will provide Dexco, Inc. with a one-time payment of \$21,180.00 no later than November 1, 2005.

By signing below, Landlord and Tenant have agreed to the matters set forth in this CANCELLATION of LEASE as to the date set forth above.

Approved & Accepted	
<small>Tenant:</small> Multnomah County, Oregon <small>By:</small> <u>Diane M. Linn</u> <small>Its:</small> <u>Chair</u> <small>Date:</small>	<small>Landlord:</small> Dexco, Inc. <small>By:</small>  <small>Its:</small> <u>Landlord</u> <small>Date:</small> 10-3-05