

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 99-185**

Authorizing Execution of an Extension of Lease for Adult Community Justice West District Office and Agreement Providing Reimbursement to Subsequent Lessee for Costs Resulting from County Holdover

The Multnomah County Board of Commissioners Finds:

- a) Adult Community Justice West District Office is to be relocated to the County owned Mead Building, which will be improved to accommodate that Office by December 31, 1999.
- b) The Adult Community Justice West District Office lease of its current facility expired April 30, 1999.
- c) The lessor of the current facility, Julia Evans Nathan Trust, entered into a subsequent lease of the facility to Unity, Inc. which lease was to commence May 1, 1999.
- d) Unity, Inc. will incur costs as a result of Adult Community Justice West District Office holding over in the current facility beyond the expiration of its lease that would not have been incurred otherwise.
- e) Julia Evans Nathan Trust is willing to extend the term of the Adult Community Justice West District Lease of the current facility to December 31, 1999 and Unity, Inc. is willing to agree to such extension upon the conditions and provisions contained in the EXTENSION AGREEMENT and the AGREEMENT FOR HOLD OVER BEYOND LEASE TERM AND REIMBURSEMENT OF EXPENSES RELATED TO HOLD OVER before the Board this date.
- f) That is in the best interest of Multnomah County that it enter into the EXTENSION AGREEMENT and AGREEMENT FOR HOLD OVER BEYOND LEASE TERM AND REIMBURSEMENT OF EXPENSES RELATED TO HOLD OVER before the Board this date.

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 EXTENSION AGREEMENT and the AGREEMENT FOR HOLD OVER BEYOND LEASE TERM AND REIMBURSEMENT OF EXPENSES RELATED TO HOLD OVER before the Board this date and any other documents required for the completion of these agreements on behalf of Multnomah County.

Adopted this 16th day of September, 1999.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
\_\_\_\_\_  
Matthew O. Ryan, Assistant County Counsel

## **EXTENSION AGREEMENT**

This Extension Agreement (Agreement) is made as of June \_\_, 1999 between JULIA EVANS NATHAN TRUST (Owner) and MULTNOMAH COUNTY, a political subdivision of the State of Oregon (Tenant), concerning Tenant's lease from Owner of a commercial building at 1122 SW Stark Street, Portland, Oregon (Premises).

### **RECITALS**

- A. Tenant leased the premises from Owner by a written lease (Lease) which gave Tenant the right to occupy the Premises as Owner's tenant for a period ending on April 30, 1999 (Original Expiration Date), subject to the terms of the Lease.
- B. Owner has leased the Premises to Unity, Inc. (Unity) for a period originally set to begin in the summer of 1999.
- C. Tenant has remained in possession of the Premises as a holdover tenant and wishes to remain as Owner's tenant until December 31, 1999. Owner is willing to extend Tenant's right of possession of the Premises until December 31, 1999, but no later, on the terms of this Agreement, subject to receiving consent from Unity. This Agreement modifies and supplements the Lease but does not replace it.

### **NOW, THEREFORE, OWNER AND TENANT AGREE:**

- 1. The recitals above are true and correct and are a part of this Agreement.
- 2. Tenant's right of possession of the Premises, and the term of the Lease, are extended to include the period from the Original Expiration Date to December 31, 1999 (End Date), but no further. This period is hereinafter called the Extension Period. The terms of the Lease remain in force through the Extension Period, except as modified by this Agreement.
- 3. At 5:00 PM on the End Date, Tenant will remove all personal property from the Premises and deliver possession of the Premises to Owner. Tenant agrees that Owner may retake possession of the Premises on or after January 1, 2000 by self-help or any other means which does not involve breach of the peace, without any judicial process or other filing. At Owner's sole election, Owner may consider any personal property that remains on the Premises on January 1, 2000 to be abandoned and to be the property of Owner, or may remove and store it at the cost of Tenant.

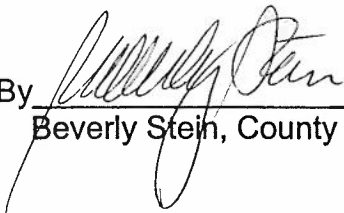
4. In consideration of Owner extending the Lease term and Tenant's right of possession to include the Extension Period, Tenant will pay Owner a base monthly rent of \$21,612.19, retroactive to May 1, 1999. The monthly rent payments are due in advance on the first day of each month from May to December 1999, inclusive.
5. In addition to the base monthly rent, Tenant will pay Owner all other sums that the Lease as extended obligates Tenant to pay Owner.
6. Any holdover of Tenant after the End Date shall be as a tenant at sufferance, and not as a month to month tenant, and at a base rent equal to 150% of the base monthly rent for the Extension Period. In addition if the Tenant holds over beyond the End Date, Tenant will defend, indemnify and hold Owner harmless against any claim of Unity against Owner that results from Owner not being able to deliver possession of the Premises to Unity in accordance with Owner's lease to Unity.
7. Oregon Tort Claims Act. Any covenant herein or in the Lease by Tenant to defend, indemnify or hold harmless the Owner 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. Owner's obligations under this Agreement are subject to Owner receiving the consent of Unity to the extension to December 31, 1999 in the form of the AGREEMENT FOR HOLD OVER BEYOND LEASE TERM AND REIMBURSEMENT OF EXPENSES RELATED TO HOLD OVER attached hereto on or before October 1, 1999. If Owner does not receive the consent of Unity to the extension on or before October 1, 1999, then this Agreement remains in force, but subject to termination by Owner on 30 days' notice to Tenant.
9. This Agreement may be signed in any number of counterparts, or with signatures sent by facsimile, each of which will be considered an original but which together form one Agreement.
10. The terms of the Lease that do not conflict with this Agreement and were not modified by this Agreement remain in force.

11. The persons signing this Agreement on behalf of Owner and Tenant represent and warrant that they are authorized to sign this Agreement on behalf of their respective parties and that their signatures are sufficient to bind the parties for whom they sign.

OWNER:  
JULIA EVANS NATHAN TRUST

TENANT:  
MULTNOMAH COUNTY

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

By  \_\_\_\_\_  
Beverly Stein, County Chair

REVIEWED:  
THOMAS SPONSER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

BY  \_\_\_\_\_  
ASSISTANT COUNTY COUNSEL

DATE Sept 8, 1999

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 9/16/99  
DEB BOGSTAD  
BOARD CLERK

AGREEMENT FOR HOLD OVER BEYOND LEASE TERM AND  
REIMBURSEMENT OF EXPENSES RELATED TO HOLD OVER

This Agreement is made this \_\_\_ day of September, 1999 by and among Peter A. Nathan, Trustee for Julia E. Nathan Trust (Nathan), Multnomah County, Oregon (County), and Unity, Inc. (Unity).

Whereas Nathan leased to County a premises located at 1122 SW Stark Street, Portland, Oregon (Premises), which lease expired April 30, 1999; and

Whereas Unity has entered a lease of the Premises to become effective upon vacation of the Premises by County; and

Whereas Unity occupies another facility (the Lindsay Building) which it intends to vacate in order to relocate to the Premises thereby reducing its facilities rental cost; and

Whereas County wishes to remain in the Premises until December 31, 1999;

It is hereby agreed by the parties as follows:

1. Unity agrees that Nathan may provide for extension of lease or holdover by County at the Premises through December 31, 1999 upon conditions agreeable to Nathan and County. It is agreed and understood that no further holdover at the Premises by County will be agreed to and that County will vacate the Premises no later than December 31, 1999.
2. In consideration of the agreement of Unity to the holdover, County will compensate Unity for the rental differential between monthly rental and related expenses in the Lindsay Building and the monthly rental and related expenses for the Premises as follows:
  - (a) County will pay to Unity the sum of \$50,246.24 upon full execution of this Agreement, as rental differential for one half the period of holdover through December 31, 1999.
  - (b) County will pay to Unity the sum of \$50,246.24 on the first day of November, 1999, as rental differential for one half the period of holdover through December 31, 1999.
3. In the event that routine maintenance and repair expenses at the Lindsay Building increase during the holdover period from the similar period one year earlier, County will reimburse Unity for the reasonable amount of such increase payable by Unity upon invoice therefor, to be supported by evidence of such increase.

4. County will compensate Unity for any holdover by County after December 31, 1999 at the rate of 200% of the rate of daily rent differential during such period after December 31, 1999. Nothing herein shall extend the lease term beyond December 31, 1999 and any holding over thereafter by County shall be as a Tenant at sufferance.
5. County shall pay to Unity upon full execution of this agreement the sum of \$1,700.00 as reimbursement for Unity's legal fees and expenses incurred through August 24, 1999 as a result of the holdover. County shall pay any additional attorney fees and legal expenses incurred by Unity after August 24, 1999 as a result of County's holdover.
6. County shall pay to Unity the actual costs of repair to its computer cabling system incurred during the period of the holdover, not to exceed the sum of \$21,000.00 upon invoice therefor, to be supported by evidence of such repair.
7. County will fully cooperate with Nathan and its contractors in performing building maintenance and repair during the holdover period, including roof repair, HVAC work, exterior painting, provided that such maintenance and repair shall not prevent or unreasonably interfere with County's use of the Premises during the holdover period for those purposes of use prior to the holdover.
8. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supercedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.
9. Time of the Essence. Time is of the essence for each and every provision of this Agreement.
10. Attorney Fees. If any party to this Agreement breaches any term of this Agreement, then any other party shall be entitled to recover all expenses of whatever form or nature, costs and attorney fees reasonably incurred to enforce the terms of this Agreement, whether or not suit is filed, including such costs or fees as may be awarded in arbitration or by a court at trial or on appeal.

Peter A. Nathan, Trustee for Julia E. Nathan Trust

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AGREEMENT FOR HOLDOVER BEYOND LEASE TERM AND  
REIMBURSEMENT OF EXPENSES RELATED TO HOLDOVER (CONT.)

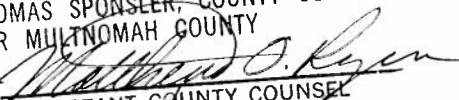
Unity, Inc.

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

Multnomah County, Oregon

By:   
Beverly Stein, County Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

BY   
ASSISTANT COUNTY COUNSEL

DATE 9/8/99

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 9/16/99  
DEB BOGSTAD  
BOARD CLERK