

LEASE AMENDMENT

REFERENCE is hereby made to that lease dated the 13th day of January, 1969, by and between the CITY OF PORTLAND, hereinafter called the "City" and PPG INDUSTRIES INC., succeeded by FILTROL CORPORATION, hereinafter called "Lessee"

WITNESSETH:

WHEREAS, FILTROL CORPORATION is leasing the property described in Exhibit "A" attached hereto and by this reference made a part;

WHEREAS, CITY wishes to extend the lease of that property to FILTROL CORPORATION,

NOW, THEREFORE:

It is mutually agreed as follows:

- (1) The term of this lease shall be extended to April 30, 1980.
- (2) This agreement notwithstanding, nothing herein shall be construed to extend the date of the option to renew.

EXCEPT as herein expressly modified, all other terms and conditions of the lease dated January 13, 1969, shall remain in full force and effect.

This AGREEMENT is made and entered into this _____ day of February, 1980.

LESSEE:
Filtrol Corporation

LESSOR:
City of Portland

By: _____

BY: _____
Mayor

Columbia Cement
(Division of Filtrol)
P.O. Box 37
Bellingham, Wash. 98225

BY: _____
Commissioner of Public Utilities

APPROVED AS TO FORM

Christopher P. Thomas
CITY ATTORNEY

Parcel A

A parcel of land situated in Section 28, 1N, 1E of the W.M. in the City of Portland, Multnomah County, described as follows:

Commencing at the Harbor Monument as set by U.S. Engineers in the center line of N. Railroad Street (formerly Railroad Avenue) produced northwesterly in said city, distance N 52° 30' W 988.00 feet measured along the center line of said N. Railroad Street and center line produced northwesterly from the City Monument in center line N. Harding Avenue (formerly Harding Street) in said city; then N 89° 41' 35" W 918.97 feet to the corner of Dock Commission property TL(27); thence S 39° 24' E 100.00 feet to a point; thence S 52° 25' 54" E 90.42 feet to the TRUE PLACE OF BEGINNING: thence S 52° 25' 54" E 318.22 feet to a corner on City Paving Plant property; thence along north line of said (as of 1928 map) Paving Plant property S 50° 35' W 229.68 feet to a point on the Harbor line; thence N 39° 25' W along said Harbor line 75.00 feet; thence N 5° 30' 12" W 283.23 feet to the place of beginning, containing .95 acres.

Above described land being a parcel off the south end of Dock Commission property TL (27)

Parcel B

A portion of Lot 1 of Albina River Lots as shown on the said Assessor's Map for 1968 as TL(3).

Parcel C

A parcel of land situated in Section 28, 1N, 1E of the W.M. in the City of Portland, Multnomah County, described as follows:

Beginning at intersection of the east line of Section 28 with the southerly line of Shop grounds of O.W.R. & N Co., which point is 328.02 feet south of the one-quarter corner on the east line of Section 28; thence south 50° 35' 00" West on course at right angles to harbor line of Willamette River, 204.36 feet more or less to a point on the said harbor line; thence North 39° 25' West along said harbor line, 65 feet; thence North 50° 35' East at right angles to said harbor line, 258.85 feet more or less to the east line of said Section 28; thence south on said east line, 84.82 feet more or less to beginning.

As shown on the said Assessor's Map for 1968 as TL(26).

Parcel D

A parcel of land situated in Section 28, 1N, 1E of the W.M. in the City of Portland, Multnomah County, described as follows:

Beginning at the most northerly corner of that certain tract conveyed to City by O.W.R. & N. Co. and N.P. Co. by deed (September 11, 1916), said corner being a point on east line of Section 28 a distance of 243.51 feet South measured along said east line from the east one-quarter corner thereof to a TRUE POINT OF BEGINNING: thence South $50^{\circ} 35'$ West along Northwesterly line of said tract conveyed to City and at right angles to old harbor line of the Willamette River (1929) 258.85 feet to a point on said harbor line; thence North $39^{\circ} 25'$ West along said harbor line 130.00 feet; thence North $50^{\circ} 35'$ East 238.87 feet to a point that is 20.00 feet from and measured at right angles to the southwesterly line of North River Street extended; thence Southeasterly along a line parallel to and 20 feet Southwesterly from the Southwesterly line of North River Street extended to a point on the east line of Section 28; thence Southerly along the east line of Section 28 to the point of beginning.

LEASE

THIS LEASE AGREEMENT, made and entered into this 13th day of January, 1969, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "Lessor", and PPG INDUSTRIES, INC., a Pennsylvania corporation duly authorized to transact business in the State of Oregon, hereinafter called "Lessee";

WITNESSETH:

That in consideration of the mutual promises herein contained and the performance thereof, the parties agree as follows:

1. Lease. Subject to the terms and conditions of this entire Lease Agreement, Lessor does hereby lease to Lessee, and Lessee does hereby hire from Lessor the real property and appurtenances situate in Multnomah County, State of Oregon, more particularly described on Exhibit "1" attached hereto, made a part hereof, and by this reference incorporated herein as though set forth in its entirety at this point. The said real property and appurtenances hereinafter being referred to as the "Premises."

2. Term. The term of this Lease shall be for the period of ten (10) years commencing on the 1st day of February, 1969 up to and including the 31st day of January, 1979, during which time Lessee shall be obligated to pay rent to Lessor in the manner hereinafter provided, at the address hereinafter set forth for the giving of notices to Lessor.

3. Rent. As rental during the term hereof, subject however to adjustment hereinafter provided, Lessee shall pay to Lessor the sum of Six Thousand Five Hundred Fifty-five and 78/100 Dollars (\$6,555.78) per annum in equal monthly installments of Five Hundred Forty-six and 32/100 Dollars (\$546.32), in advance, commencing on the first day of the term hereof and continuing on the first day of each month of the term

hereof. With respect to the sixth through the tenth year of the term hereof, the said annual rent shall be adjusted to reflect seven per cent (7%) of the fair market value of the said Premises determined as of the first day of the sixth year of the term hereof. Such fair market value shall not include the value of any improvements placed on the said Premises by Lessee and shall be determined in conformity with the provisions of Paragraph 5 of this Lease.

Lessee shall have the right at its option to prepay the said rent at any time and from time to time.

4. Option to Renew. Lessee is hereby given an option to renew the term of this Lease for an additional ten-year period commencing upon the expiration of the original term herein granted, provided that Lessee is not then in default hereunder. Should Lessee elect to renew the term of this Lease, it shall give to Lessor its written notice of such election by not later than six (6) months prior to the expiration of the original term; the giving of such notice shall itself constitute the renewal of this Lease upon the terms and conditions herein provided, except where expressly inconsistent herewith, without the necessity of executing any further documents or re-executing the renewal Lease. In the said renewal Lease, Lessee shall have no further renewal option and the rent to be paid during the said renewal term shall, with respect to the first five years thereof, reflect seven per cent (7%) of the fair market value of the Premises as of the first day of the first year of the renewal term, and with respect to the sixth through the tenth year of the said renewal term, reflect seven per cent (7%) of the then fair market value of the Premises as of the first day of the sixth year of the said renewal term. The said fair market value shall not include therein the value of any improvements placed on the Premises by Lessee and shall be determined as provided in Paragraph 5 hereof.

5. Determination of Fair Market Value of Premises. To determine the fair market value of said Premises in conformity with the provisions

of Paragraphs 3 and 4 herein, Lessor shall select a qualified independent real estate appraiser who shall appraise the said Premises. After the said appraisal is so secured, Lessor shall advise Lessee of the said appraisal and, unless Lessee objects to the said appraisal within thirty (30) days after the receipt of a copy thereof, the said appraisal for the purposes herein contained shall be final and binding upon the parties. Should Lessee object to the said appraisal, then Lessee shall select its own qualified independent appraiser who shall appraise the fair market value of the Premises as aforesaid. Should said appraisal differ from the first appraisal by more than ten per cent (10%) either way, then, in such event, a third qualified independent appraiser shall be selected as follows: Lessor shall submit to Lessee a list of three (3) qualified independent appraisers and Lessee shall select from that list one appraiser who then shall appraise the Premises. In the event that two appraisals are used, the fair market value of the Premises shall be the average of the two appraisals, and if three appraisals are used, the said fair market value shall be the average of the said three appraisals. The final determination whether by one, two or three appraisals, as the case may be, shall be final and binding upon the parties. If only one appraiser is used, Lessor shall pay the fee of such appraiser. If two appraisers are used, each party shall pay the fee of its own selected appraiser. If three appraisers are used, each party shall pay the fee of its originally selected appraiser and the fee of the third appraiser shall be shared equally by the parties hereto.

6. Use of the Premises. During the term of this Lease, Lessee shall use the Premises for a distribution facility for dry cement with such improvements, structures, appurtenances, fixtures, equipment and other convenient appliances as may be appropriate for such use, hereinafter called the "Lessee's Improvements". It is expressly understood and agreed that such use shall include therein the right to operate such

facility and to deal in the product handled therein.

In its use of the Premises, Lessee shall comply with all the applicable laws, ordinances, codes and regulations and shall not permit or commit any nuisance thereon and shall not cause any pollution of the Willamette River or of the atmosphere, it being understood, however, that such prohibition of pollution of the atmosphere shall not prevent Lessee from operating the said dry cement distribution facility and conducting the business normally associated therewith.

At the expiration of the term of this Lease or any renewal thereof or at its termination should such termination occur prior to such expiration, Lessee shall return the Premises to Lessor in as good a condition as it existed at the commencement of the term of this Lease, usual wear and tear, any damage or destruction by any unavoidable casualty, erosion, flood, or any other natural cause or cause beyond Lessee's reasonable control excepted. Lessee shall have the right to remove any or all of Lessee's improvements and shall remove any of such improvements which Lessor shall so request in writing. Such removal shall be done at the sole expense of Lessee and the Premises shall then be returned to substantially the same condition as existed prior to the placing of any such improvements.

It is expressly understood and agreed as an express condition of this Lease and Lessor does hereby so represent that the Premises are so zoned as to enable Lessee to construct, maintain and operate the said dry cement distribution facility and to conduct its distribution business during the term of the said Lease.

It is expressly understood and agreed that Lessee may conduct its said business and operate the said distribution facility under the name "Columbia Cement Company."

7. Taxes. Lessee shall promptly pay when due any ad valorem taxes on said Premises which Lessor by virtue of its ownership rights or interests would be obligated to pay; provided, however, that with respect to any such taxes covering a period of time either before the

commencement or after the expiration of the term of this Lease, including any renewal thereof, such obligation shall be limited only with respect to such periods of time as would reflect the term of this Lease or any renewal thereof. Lessor shall pay when due any street or street work assessments against the Premises and any and all special assessments levied against the Premises during the term of this Lease or any renewal thereof. Should any such assessment or lien be levied against the Premises prior to the commencement of the term of this Lease, the payment thereof shall be the responsibility of Lessor.

8. Assignment. Lessee shall not assign, sublet, mortgage or alienate any of its rights under this Lease, or the Premises, or any part thereof, except to a subsidiary or parent corporation of Lessee, without the prior written approval and consent of Lessor, which approval and consent shall not be unreasonably withheld.

9. Insurance. During the term of this Lease, Lessee shall secure and maintain at its own cost and expense comprehensive liability insurance, including comprehensive motor vehicle insurance, with an insurance carrier reasonably satisfactory to Lessor and authorized to write such insurance in the State of Oregon, in not less than the following limits:

Bodily injury	\$200,000/\$500,000
Property damage	\$200,000

Lessee shall furnish to Lessor a certificate from its insurance carrier evidencing such coverage, which certificate shall be delivered prior to the commencement of the term of this Lease. Such certificate shall provide that the insurance coverage therein evidenced shall not be decreased or terminated without a prior ten (10) day written notice being given to Lessor by the insurance carrier. Such certificate shall also name Lessor and its officers, agents and employees as additional assureds, as their interest may appear, but only with respect to the said Premises.

10. Notices. Any notice given under the provisions of this Lease shall be considered served when reduced to writing, enclosed in a sealed envelope, sufficient postage affixed, certified or registered mail with return receipt requested, deposited in the United States mails and addressed, in case of notices to Lessor, to:

City Auditor
City Hall
Portland, Oregon 97204

and in case of notices to Lessee:

Plant Manager
Columbia Cement Company
P. O. Box 37
Bellingham, Washington 98225.

Either party may change the address for the giving of notices to it by written notice to the other party.

11. Lien for Rent. If Lessee fails to pay the rent reserved in this Lease, Lessor shall have a lien upon the personal property of Lessee located on the Premises for the unpaid rent, and may enter the Premises and take possession of the personal property of Lessee thereon, and shall sell such property at public or private sale with or without notice to Lessee and apply the proceeds of such sale upon the unpaid rent. Any surplus shall be held for the account of Lessee. The said right of entry of Lessor upon the Premises to exercise its lien shall accrue only if there is a "default" on the part of Lessee in the payment of rent as that term is hereinafter defined.

12. Attorneys' Fees. If either party hereto institutes any suit or action against the other based upon the provisions of this Lease, the party to such suit or action not prevailing agrees to pay to the prevailing party such sum as the Court may adjudge a reasonable attorney's fee. The party not prevailing further agrees to pay to the prevailing party a reasonable attorney's fee as may be determined by the Court on account of any appeal from the decision of any lower court.

13. Utility Charges. Lessee shall pay when due all utility charges included but not limited to water, heat, light, power, sewage, and other utilities and services used by the Lessee on the lease Premises or in connection therewith.

14. Laws and Government Regulations. Lessee shall at its own expense comply with all applicable laws, rules and regulations of any public authority affecting the leased Premises, and the use thereof, except for such requirements which would be imposed upon any landowner and not relating to Lessee's improvements or to Lessee's use of the leased Premises or activities thereon.

15. Right of Inspection. Lessor shall have the right to go upon the leased Premises at any reasonable time and in a reasonable manner for the purpose of inspecting the same to determine if the provisions of this Lease are being complied with.

16. Liens. Lessee agrees that it will not allow liens of any type to be placed against the leased Premises and Lessee will promptly, at its own cost and expense, satisfy and discharge any such lien that is placed against said Premises by reason of any activity of Lessee thereon or against any interest of Lessee therein, but shall not include the obligation to discharge any lien placed against the Premises because of Lessor's ownership thereof.

17. Indemnification. Lessee shall indemnify and defend Lessor from any claim, loss or liability arising out of or relating to any activity of Lessee on the leased Premises or any condition of the leased Premises in the possession or under the control of Lessee, excluding, however, any claim, loss or liability arising out of the sole negligence or intentional wrongdoing of Lessor, its officers, agents or employees.

18. Default. Failure of either party to perform its obligations under this Lease, including Lessee's failure to pay rent or any other

charge when due, which failure shall continue unremedied or uncorrected for a period of ten (10) days after the service of a written notice upon such party by the other party, specifying such failure, shall constitute a default hereunder, unless the default is of such a nature that it cannot be completely remedied within the said ten (10) day period, then, in such event, the default shall not occur if the party receiving such notice begins correction of the failure therein specified within the said ten (10) day period and thereafter proceeds with reasonable diligence and with good faith to effect the cure as soon as practical.

19. Termination for Default. In the event of a default, as hereinabove defined, the party not in default may terminate this Lease by giving the other party its notice of termination before or within thirty (30) days after the running of the grace period for default, which notice of termination may be included in the notice of default given pursuant to the provisions of Paragraph 18 hereof.

Should Lessee be in default and then abandon the property, then, in such event, the termination shall be automatic and without further notice. As used herein, the term "abandonment" in connection with default shall mean the lack of presence of an officer, agent or employee of Lessee on the leased Premises for more than thirty (30) days after the occurrence of the default.

It is expressly understood and agreed that any termination of this Lease for default as hereinabove provided shall not in any way affect the rights of the party terminating this lease to seek and recover damages suffered by reason of such default.

20. Damages Without Termination. If this Lease is not terminated for default by election of the party not in default or otherwise, the party not in default shall be entitled to recover damages from the other party for the default.

21. Re-entry After Termination for Default by Lessor. If this Lease is terminated for any reason by Lessor, Lessee's liability to Lessor for damages shall survive such termination and the rights and obligations of the parties shall be as follows:

(a) Lessee shall vacate the property immediately, remove any property of Lessee including any fixtures which Lessee is required to remove at the end of the Lease term, perform any cleanup, alterations or other work required to leave the property in the condition required at the end of the term.

(b) Lessor may re-enter, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

22. Re-letting. Following re-entry by Lessor or abandonment by Lessee, Lessor may re-let the premises and in that connection may:

(a) Make any suitable alterations or refurbish the Premises or both, or change the character or use of the Premises, but Lessor shall not be required to re-let for any use or purpose (other than that specified in this Lease) which Lessor may reasonably consider injurious to the Premises or to any Lessee which Lessor may reasonably consider objectionable.

(b) Re-let all or part of the premises alone or in conjunction with other properties for a term longer or shorter than the term of this Lease upon any reasonable terms or conditions including the granting of some rent-free occupancy or other rent concession.

23. Damages. In the event of Lessor's termination on Lessee's default, Lessor shall be entitled to recover immediately without wait until the due date of any future rent or until the date fixed for expiration of the Lease term, the following amounts as damages:

(a) The reasonable costs of re-entry and re-letting, including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee.

Failure to put the Premises upon termination and to leave them in the required condition, any remodeling costs, attorneys' fees, court costs, broker's commissions and advertising costs.

(b) The loss of reasonable rental value from the date of default until a new lease has been or with the exercise of reasonable efforts could have been secured.

24. Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

25. Non-Waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

26. Acceptance of Premises. Lessee agrees to accept the Premises in their present condition and, further, that there have been no agreements or promises by Lessor affecting the Premises other than those specifically set forth in this Lease Agreement.

27. Lessee's Improvements Upon the Premises. Since the use of the Premises by Lessee as provided in Paragraph 6 hereof contemplates the erection and construction of Lessee's Improvements thereon, it is expressly understood and agreed that Lessee shall have the right to construct upon the Premises the following facilities:

1. A railroad siding.
2. An unloading system for handling dry bulk cement (a pneumatic system).
3. Four (4) steel silos for storing dry cement.
4. Scales as may be appropriate for weighing carloads or truckloads of cement.
5. An office building, two-story, approximately 20 feet square.
6. Necessary driveways and fencing.

Lessor hereby consents to the construction of such facilities, provided that such facilities are erected or constructed in compliance with the

applicable building codes. Since the construction of the said facilities may require the issuance of building permits, it is expressly understood and agreed that the term of this Lease shall not commence and the obligation to pay rent shall not accrue until such time as such permits are issued, it being understood that Lessee shall exercise its reasonable efforts to secure such consents or permits from the applicable authorities having jurisdiction in the matter and that Lessor, insofar as it may lawfully do so, shall assist Lessee therein. If such permits or consents are not secured within sixty (60) days after the execution of this Lease, Lessee shall have the right and option to terminate this Lease by giving Lessor a ten (10) day prior written notice; provided, however, that should such consents and/or permits be not issued within four (4) months after the execution of this Lease, then, in such event, this Lease shall automatically terminate.

The right of Lessee to place structures or make improvements to the Premises shall include therein the right to place such reasonable signs identifying and advertising its business as Lessee may desire subject to applicable zoning code and sign code provisions. Such signs shall be removed by Lessee upon the termination or expiration of the term of this Lease or any renewal thereof in the same manner as Lessee's improvements are removed, in conformity with the provisions of this Lease.

28. Damage by Casualty. In the event that the Premises, as distinguished from the improvements and structures placed thereon by Lessee, are damaged by fire, flood, storm, earthquake, or other unavoidable causes to such an extent as to make Lessee's operation of its business economically unfeasible, then, in such event, this Lease shall terminate upon the occurrence of such damage upon Lessee giving to Lessor its notice of intention to terminate within thirty (30) days after the occurrence of such damage; provided, however, that if Lessor shall advise Lessee, in writing, within fifteen (15) days after its receipt of Lessee's notice of termination, that Lessor shall proceed to repair such damage and to restore the Premises to the

condition in which they existed prior to the occurrence of such damage, then, in such event, the said Lease shall not terminate, but shall continue in full force and effect; provided further, however, that should such damage be of such magnitude as not to permit the restoration of the Premises to their pre-existing condition, as aforesaid, within one hundred twenty (120) days, then, in such event, Lessor shall have not the option to continue this Lease in full force and effect. Should this Lease be terminated as aforesaid, any rent prepaid by Lessee shall be pro-rated to the date of damage and any surplus shall be refunded to Lessee. Should Lessor elect to repair the damage and restore the Premises, as aforesaid, then, in such event, the rent reserved hereunder shall be equitably abated from the date of such damage until such date that the Premises are so restored by Lessor. In the event that there shall be such damage only of a portion of the Premises, then, in such event, unless Lessee gives its notice of termination to Lessor as aforesaid, Lessee shall have the option to reduce the area leased from and after the date that such damage occurred by eliminating therefrom the area damaged. Lessee shall give to Lessor its said notice within thirty (30) days after the occurrence of such damage, and the notice shall specify in some detail the area which is damaged and which is to be removed from this Lease. In such event, from and after the date of such damage only the reduced area shall be subject to this Lease and the rent reserved hereunder shall be proportionately reduced to reflect such remaining area; provided, however, that should Lessor be unwilling to have the area leased so reduced and so notifies Lessee within fifteen (15) days after its receipt of Lessee's notice specifying the reduction of the leased area, then, in such event, upon the giving of Lessor's said last mentioned notice, this Lease shall terminate as of the date of such damage.

29. Condemnation. In the event that the Premises shall be taken for public use by an entity having the power of eminent domain,

then this Lease shall terminate as of the date on which possession thereof shall be taken by such entity, or, at the option of Lessee, as of the date on which the Premises shall become unsuitable for Lessee's regular operations thereon by reason of such taking; provided, however, that if only a part of the Premises shall be so taken, such termination shall be at the option of Lessee only. If such a taking of only a part of the Premises occurred and Lessee elects not to terminate this Lease, there shall be a proportionate reduction of the rent reserved under this Lease from and after the date such possession is so taken. Lessee shall have the right to participate directly or indirectly in any award for such taking to the extent that it may have suffered compensable damages as a tenant on account of such taking.

THIS LEASE, subject to the limitation above stated as to the transfer of Lessee's interest, shall be binding upon and shall inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed the day and year first above written.

CITY OF PORTLAND
(Lessor)

By Joseph A. Krunk
Mayor

By Wm. A. Brown
Commissioner of Public Works

APPROVED BY [Signature]

PPG INDUSTRIES, INC.
(Lessee)

By [Signature]
Vice President

Attest:

David A. Dant
Assistant Secretary

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

BE IT REMEMBERED, that on this 14th day of February, 1969, before me, the undersigned, a Notary Public in and for said County and State, personally appeared TERRY D. SCHRUNK and WILLIAM A. BOWES, to me personally known to be duly and severally sworn did say that he, the said TERRY D. SCHRUNK is the Mayor of the City of Portland, Oregon, and he, the said WILLIAM A. BOWES, is the Commissioner of Public Works of the City of Portland, Oregon, the municipal corporation which executed the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said City and said TERRY D. SCHRUNK and WILLIAM A. BOWES acknowledge the said instrument to be the free act and deed of said City of Portland pursuant to authority granted by Ordinance No.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first in this my certificate written.

Notary Public for Oregon

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) ss.

ON THIS 29th day of January, 1969, before me appeared J. EARL BURRELL and DAVID A. CORT, both to me personally known, who, being duly sworn, did say that he, the said J. Earl Burrell is a Vice-President, and he, the said David A. Cort is an Assistant Secretary of PPG INDUSTRIES, INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said J. Earl Burrell and David A. Cort acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this my certificate first written

Mary D. Magon
Notary Public for Allegheny County,
Commonwealth of Pennsylvania

MARY D. MAGON, Notary Public
PITTSBURGH, ALLEGHENY COUNTY, PA.
My Commission Expires January 29, 1971

ORDINANCE No. 149187 1

An Ordinance authorizing the execution of an amendment extending a lease agreement between the City of Portland and Filtrol Corporation, dated January 13, 1969, to April 30, 1980, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Ordinance No. 128320, passed by the Council on January 2, 1969, authorized the lease of property on the Willamette River, known as the old city paving plant site, to PPG Industries, Inc. for a period of ten years commencing February 1, 1969.
2. On June 29, 1973, PPG Industries, Inc. sold its Columbia Cement Company division to Filtrol Corporation, and its leasehold interest was transferred to Filtrol Corporation.
3. The lease has expired, and negotiations for renewing the lease are pending a decision as to whether the property is needed for public purposes.
4. An interim agreement extending the lease until April 30, 1980, is desirable, and the lessee wishes to extend the lease of the property.
5. The attached amendment extends the lessee's occupancy until April 30, 1980, at the same rental of \$809.00 per month.
6. The City Attorney has reviewed and has approved the form of amendment.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Commissioner of Public Utilities are authorized to execute an amendment to the lease authorized by Ordinance No. 128320, extending the agreement to April 30, 1980, said amendment to be substantially as shown in Exhibit "A", attached to the original only hereof and by this reference made a part.

149187

ORDINANCE No.

Section 2. The Council declares that an emergency exists in that it is necessary to proceed at once with an extension of the lease in order to maintain the greatest income to the City; therefore this ordinance shall be in force and effect from and after its passage by the Council.

ORDINANCE No. 40383

Calendar No. 633

1980

FEB 14 1980

Passed by the Council, FEB 20 1980
Commissioner Ivancie
J. Cassidy:mjp
February 13, 1980
BUC 49500751

Charles M. Cassidy
Mayor of the City of Portland

Attest:

George Yehonik
Auditor of the City of Portland

Calendar No. 637

ORDINANCE NO. 149187

Title

An Ordinance authorizing the execution of an amendment extending a lease agreement between the City of Portland and Filtrrol Corporation, dated January 13, 1969, to April 30, 1980, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	1	
Jordan	1	
Lindberg	1	
Schwab	1	
McCready	1	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Commissioner Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>FJIC [Signature]</i>
Works

BUREAU APPROVAL
Bureau: Facilities Management
Prepared By: Date: Joan Cassidy:mjp 2-13-80
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: Alllyn Staley

NOTED BY
City Attorney
City Auditor <i>[Signature]</i>
City Engineer

Filed FEB 14 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

[Signature]
Deputy