

## L E A S E

THIS LEASE, made and entered into in the City of Portland, Oregon, this 1st day of July, 1981, by and between SCHOOL DISTRICT NO. 1, MULTNOMAH COUNTY, OREGON (hereinafter referred to as "Lessor"), and \_\_\_\_\_

City of Portland (Office of Neighborhood Associations)  
(hereinafter referred to as "Lessee"),

## W I T N E S S E T H :

In consideration of the covenants and agreements herein contained to be kept and performed by Lessee, Lessor does hereby demise, lease and let unto Lessee the following described premises:

That certain space (hereinafter referred to as the "demised premises") in the King Neighborhood Facility as shown on the plan attached hereto and marked Exhibit A (hereinafter referred to as the "building") in Portland, Oregon.

The term of this lease shall begin on the 1st day of July, 1981, and shall continue until the 30th day of June, 1982.

The parties hereby mutually covenant and agree as follows:

1. Lessee shall pay to Lessor or its authorized agent at its office, or such other place as may be designated in writing by Lessor, as rent for the demised premises, the sum of \$ 342.50 per month, payable on the first day of each calendar month during the term hereof.

Rent for a part of a month shall be prorated in proportion to the number of days of the month included in the term of this lease.

2. Lessee will use and occupy the demised premises for office use and for no other purpose. Lessee will not use or permit in the demised premises anything that will increase the rate of fire insurance thereon or prevent Lessor's taking advantage of any ruling of the Insurance Services Office of Oregon, or its successors, which would allow Lessor to obtain reduced rates for long-term insurance policies, or maintain

anything that may be dangerous to life or limb, or in any manner deface or injure the building or any portion thereof, or overload the floors, or permit any objectionable noise or odor to escape or to be emitted from the demised premises, or permit anything to be done upon the demised premises in any way tending to create a nuisance or to disturb any other tenants of the building, or to injure the reputation of the building, or to use or permit the use of the demised premises for lodging or sleeping purposes, or for any immoral or illegal purposes. Lessee will comply, at Lessee's own cost and expense, with all orders, notices, regulations or requirements of any municipality, state or other governmental authority respecting the use of the demised premises.

Assignment  
and  
Subletting

3. Lessee will not assign this lease or any interest hereunder and will not permit any assignment hereof by operation of law and will not subrent or sublet the demised premises or any portion thereof, and will not permit the use or occupancy of the demised premises by other than Lessee and agents and employees of Lessee.

Alterations

4. Lessee will make no alterations in or additions to the demised premises without first obtaining the written consent of Lessor.

Liability  
for Injury  
and Damage

5. Lessor shall not be liable to Lessee for any damage to person or property resulting from the carelessness, negligence or improper conduct on the part of a cotenant or anyone other than Lessor, or for any damage to person or property resulting from any condition of the demised premises or other cause, including, but not limited to, damage by water, not resulting from the negligence of Lessor. Lessee shall give Lessor prompt notice of any defects in the demised premises to be remedied by Lessor

Indemnity  
to Lessor

6. Lessee shall indemnify and save harmless Lessor against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by Lessee or its agents, contractors, servants or employees in or about the demised premises or the building, and will further indemnify and save Lessor harmless against and from any and all claims arising from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this lease or arising from any act or negligence of Lessee, or any of its agents, contractors, servants or employees, occurring during the term of this lease in or about the demised premises or the building, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against Lessor by reason of any such claim, Lessor may, at

its option, require that Lessee resist or defend such action or proceeding at Lessee's own cost and expense and by counsel reasonably satisfactory to Lessor.

Repairs;  
Surrender  
of Premises

7. Lessee shall at all times take good care of the demised premises. Lessee shall return the demised premises to Lessor at the expiration or earlier termination of this lease in good condition, subject to ordinary wear and tear, and shall promptly repair at Lessee's expense all breakage or damage to the demised premises or the building caused by Lessee or the agents, servants or employees of Lessee.

Admittance  
by Passkey

8. Lessor shall not be liable for the consequences of admitting by passkey or refusing to admit to the demised premises Lessee or any of Lessee's agents or employees or other persons claiming the right of admittance.

Exhibition  
and Inspec-  
tion of  
Premises

9. Lessor shall have the right at reasonable times during the term hereof to exhibit the demised premises to prospective purchasers and to prospective tenants. Lessor and Lessor's agents, janitors, workmen and engineers may retain and use a passkey to the demised premises to enable them to examine the demised premises from time to time with reference to any emergency or to the general maintenance of the demised premises.

Vacation or  
Abandonment

10. Upon vacation or abandonment of the demised premises by Lessee without the written consent of Lessor endorsed hereon, Lessor may forthwith terminate this lease.

Signs

11. No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed to any of the glass or woodwork of the demised premises, or on the exterior walls of the building, except such as shall be approved in writing by Lessor.

Electrical  
and  
Mechanical  
Devices  
and Instal-  
lations

12. Lessee shall not, without Lessor's written consent, operate or install any electrical equipment or operate or install any machinery or mechanical device on the demised premises other than that normal to office use. No electrical wiring or other electrical apparatus shall be installed, maintained or operated on the demised premises, except with the approval of and in a manner satisfactory to Lessor, and in no event shall Lessee overload the electrical circuits from which Lessee obtains current.

Windows

13. Lessee shall not allow anything to be placed on the outside window ledges of the demised premises. No awnings shall be attached to the outside of any windows of the demised premises. Only such window draperies furnished by Lessor, which shall be to uniform building standards, shall be exposed to exterior views.

## Services

14. Lessor shall furnish electric current and lamps for light in such quantity and of such wattage as in Lessor's opinion shall be necessary, and, if Lessee demands additional electric service, it is understood that the same shall be paid for at the public utility's regular scheduled rate. Elevator service, adequate water, heat, air conditioning and janitor service will be furnished by Lessor; provided, however, Lessee shall pay the cost of any air conditioning beyond that required for normal office use. The failure to furnish elevator service, light, heat or air conditioning or janitor service, when such failure is caused by accidents, strikes or other causes beyond the reasonable control of Lessor, shall not make for an abatement of rent, nor release Lessee from the prompt fulfillment of any of the covenants of Lessee under this lease nor render Lessor liable for damages therefor.

Action  
or Suit

15. If either party institutes any suit or action to collect the rent reserved or to enforce any covenant or agreement hereof or to obtain any of the remedies herein provided, the prevailing party shall be entitled to recover such sum of money as the court may adjudge reasonable as attorneys' fees in such suit or action, including any appeal taken by either party in such suit or action.

Default and  
Insolvency

16. If the rent shall be in arrears for a period of ten days, or if Lessee fails to keep or perform any of the covenants or conditions of this lease within ten days after written notice of default, or if the leasehold interest of Lessee shall be attached or levied on under execution, or if a receiver shall be appointed for Lessee's property or any part thereof, or if a petition is filed by Lessee for an arrangement with its creditors under Chapter 11 of the Bankruptcy Act, or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, or otherwise, or if Lessee fails to make prompt payment of any amounts due Lessor in connection with Lessee's occupancy of the demised premises, then, and in any of said events, Lessor may, at Lessor's option, at once, without notice to Lessee or any other person, terminate this lease, and upon the termination of this lease, at the option of Lessor, as aforesaid, or at the expiration of this lease, and upon the termination of this lease by its terms, Lessee will at once surrender possession of the demised premises to Lessor and remove all Lessee's effects therefrom, and, if such possession be not immediately surrendered, Lessor may forthwith enter into and upon the demised premises and repossess them and expel Lessee or those claiming under Lessee, and remove the effects of any of them, forcibly, if necessary, and lock the demised premises without being deemed guilty in any manner of trespass and without prejudice to any remedies

which might otherwise be used for arrears of rent or preceding breach of covenant, and, in such event, Lessee expressly waives the service of any notice of intention so to terminate this lease or to retake the demised premises and waives service of any demand for payment of rent or for possession and of any and every other notice or demand prescribed by any law of the State of Oregon and hereby waives any claim for damages by reason of such repossession.

Cumulation  
of  
Remedies;  
No Waiver

17. No right or remedy herein expressly conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. The failure of Lessor to insist in any one or more instances upon the strict performance by Lessee of any of the covenants of this lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such covenant or option. The receipt by Lessor of rent with the knowledge of a breach of any covenant or agreement hereof shall not be deemed a waiver of such breach, and no waiver by Lessor of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Lessor or its duly authorized agent. This lease shall not be altered, changed or varied in any manner whatsoever, except by a writing signed by Lessor and Lessee or their duly authorized agents.

Mechanics'  
Liens

18. Lessee shall not suffer or permit any mechanics' lien to be filed against the fee of the demised premises nor against Lessee's leasehold interest in the demised premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee or anyone holding the demised premises or any part thereof through or under Lessee, and nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of or to the demised premises or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's lien against the fee of the demised premises. If any such mechanic's lien shall at any time be filed against the demised premises, Lessee shall cause the same to be discharged or record within 20 days after the date of filing the same.

Furniture  
and Bulky  
Items

19. Furniture or bulky items shall be moved in or out of the demised premises only at such hours and in such manner as shall least inconvenience other tenants, and

as Lessor shall decide. No article of over 1,000 pounds shall be moved into the demised premises without the consent of Lessor, Lessor shall have the right to fix the position of any article of weight in the demised premises.

Regulations

20. Lessor, for the proper maintenance of the building, the rendering of good service and the providing of safety, order and cleanliness, may make and enforce regulations appropriate for such purposes but not in enlargement of or inconsistent with the terms, covenants and conditions of this lease. Failure to comply with said regulations shall constitute a breach of this lease.

Waiver of Subrogation

21. The parties shall obtain from their respective insurance carriers waivers of subrogation against the other party, agents, employees and, as to Lessee, invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage.

Parties Affected

22. The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors and, as far as the terms of this lease permit, assigns of the parties hereto. The words "Lessor" and "Lessee" and their accompanying verbs and pronouns, whenever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

23. Any notices herein provided to be given by Lessor to Lessee shall be deemed to be delivered if mailed by regular United States mail addressed to Lessee at 4815 N.E. 7th Avenue, Portland, Oregon 97221. Any such notices and rentals herein to be given by Lessee to Lessor shall be deemed to be delivered if mailed by regular United States mail addressed to Lessor at the Office of Deputy Superintendent, Management and Finance, P.O. Box 3107, Portland, Oregon 97208.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate as of the date first hereinabove written.

SCHOOL DISTRICT NO. 1  
MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Auditor

By \_\_\_\_\_  
Chairperson, Board of Directors

By \_\_\_\_\_  
Commissioner of Public Utilities Deputy Clerk

APPROVED

LESSEE

LESSOR

*Christopher P. Thomas*  
CITY ATTORNEY

A1	A2	A3	A4	A5	A6	A7	A8
A9	A10	CONFERENCE Rm. A		A11	A12	A13	A14
A15	A16	A17	A18	A19	A20	A21	A22

A23	A24	A25
A26	A27	A28

B3	MEN.	B1	B2
	WOMEN.	B4	B5

B6	B7	B8	B9	B10	B11
B12	B13	B14	B15	B16	B17
B18	B19	B20	B21	B22	B23
B24	B25	B26	B27	B28	B29

C1	C2	CONFERENCE Rm C		C3	C4
C5	C6	C7	C8	C9	C10
C11	C12	C13	C14	C15	C16

C17	C18	C19	C20
C21	C22	C23	C24
C25	C26		

KING NEIGHBORHOOD FACILITY

EXHIBIT A

## O R D I N A N C E   N o .   151894

An Ordinance authorizing the execution of an agreement for lease of 600 sq. ft. of office space in the Martin Luther King Neighborhood Facility, 4815 N. E. 7th Avenue, for a one-year term at a rental rate of \$6.85 per sq. ft. for use by the Office of Neighborhood Associations, authorizing the drawing and delivery of warrants and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. That the Office of Neighborhood Associations now occupies space in the Martin Luther King Neighborhood Facility.
2. That the lease agreement, as amended, expires on June 30, 1981.
3. That the space is adequate and the Office of Neighborhood Associations wishes to extend the lease for an additional year.
4. That the FY 1981/82 cost is \$4,110.00.
5. That sufficient funds for this rental are available within the budget of the Office of Neighborhood Associations for FY 1981/82.
6. That the lease agreement is attached hereto marked "Exhibit A" and has been approved by the City Attorney.

NOW, THEREFORE, the Council directs:

- a. That the Auditor and Commissioner of Public Utilities are authorized to execute an agreement with School District No. 1 for lease of office space in the Martin Luther King Neighborhood Facility, such agreement to be substantially as shown in "Exhibit A".
- b. That the Mayor and Auditor are hereby authorized to draw and deliver warrants chargeable to the FY 1981/82 Budget of the General Fund, Bureau of Neighborhood Associations, when demand is presented and approved by the proper authorities.



**ORDINANCE No.**

Section 2. The Council declares that an emergency exists because space for the Office of Neighborhood Associations is required in the Martin Luther King Neighborhood Facility; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUL 1 1981**

Commissioner Strachan  
Joan M. Cassidy:mjp  
June 23, 1981  
BUC No. 34200050

Attest:

  
Auditor of the City of Portland

Calendar No. 2195

**ORDINANCE No. 151894**

**Title**

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MEMBERS VOTED  
FOLLOWS:

	Yeas	Nays
Jordan		
Lindberg	1	
Schwab	1	
Strachan	1	
Ivancie		

**FOUR-FIFTHS CALENDAR**

Strachan	
Jordan	
Lindberg	
Schwab	
Ivancie	

Filed JUN 26 1981

**GEORGE YERKOVICH**  
Auditor of the CITY OF PORTLAND

*Gordon [Signature]*  
Deputy

INTRODUCED BY  
Commissioner Strachan

NOTED BY THE COMMISSIONER

Affairs  
Finance and Administration  
Safety  
Utilities *Margaret Strachan (M)*  
Works

BUREAU APPROVAL

Bureau: Facilities Management

Prepared By: J. M. Cassidy      Date: 6/23/81

Budget Impact Review: *Consent (X)*  
 Completed       Not required

Bureau Head: *[Signature]*  
Allyn R. Staley

CALENDAR

Consent      Regular

NOTED BY

City Attorney *[Signature]*  
City Auditor  
City Engineer