

FIRST EXTENSION OF LEASE

THIS FIRST EXTENSION OF LEASE is made and entered into as of the 31st day of August, 2009, by and between CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called "LESSEE" and the STATE OF OREGON by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE".

RECITALS

By a certain lease dated December 1, 1999, a copy of which is attached hereto, marked Exhibit "A", and by reference made a part hereof, STATE leased to LESSEE certain premises in the City of Portland, Multnomah County, Oregon, more particularly described in Exhibit "A".

Whereas LESSEE desires to extend the terms of said lease for an additional (10) ten-year lease period beginning September 1, 2009 through August 31, 2019, unless otherwise terminated.

Whereas STATE is agreeable to this extension.

NOW THEREFORE, STATE and LESSEE mutually agree as follows:

Lease is hereby extended for an additional (10) ten-year lease period beginning September 1, 2009, through August 31, 2019.

Special or added conditions:

- 1) The lease rate shall be \$8,763.00 per month, effective September 1, 2009, with annual CPI adjustments beginning September 1, 2010. However, the lease will be reviewed September 1, 2014, to insure that the lease rate is equal to fair market rents.

Except as herein modified, all of the terms, conditions and requirements of said lease agreement shall remain in full force and effect as heretofore.

CITY OF PORTLAND, a municipal corporation of the State of Oregon

STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION

BY APPROVED AS TO FORM
NAME [Signature]
TITLE CITY MANAGER

BY Deolinda G. Jones, State R/W Manager

EXHIBIT 'A'

183427
R/W File #: 33500LA
R/W MAP #: 1A-16-22

23

OREGON DEPARTMENT OF TRANSPORTATION

LEASE

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4 THIS LEASE, made and entered into this 1 day of Dec., 1999, by and between the **STATE**
5 **OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter called
6 "State", and **CITY OF PORTLAND**, a municipal corporation of the State of Oregon,
7 hereinafter called "Lessee";

WITNESSETH:

8
9 That State, for and in consideration of the covenants, conditions, agreements, and stipulations of Lessee
10 contained in this lease, does lease unto Lessee, and Lessee does lease from State, only for a maintenance
11 and storage facility with necessary trackway to serve the Central City Streetcar project purposes, that property
12 consisting of 80,000 s.f. of which 76,200 sq.ft., more or less, represents net useable area, located within a two
13 block area below the I-405 structure between NW Lovejoy and Northrup Avenues and NW 15th and 16th
14 Streets in Portland shown in heavy outline on Exhibit "A", attached hereto and by reference made a part
15 hereof. **EXCEPTING** therefrom that portion of the above described property used or occupied by the
16 **overhead structure including the supporting columns and piers of said overhead structure; and the**
17 **airspace above the airspace occupied by the overhead structure and that portion of the airspace under**
18 **the overhead structure extending downward a distance of 20 feet from the underside of said structure.**

19 TO HAVE AND TO HOLD the above mentioned property, hereinafter called "premises", unto Lessee for the
20 period from September 1, 1999, through September 1, 2009, unless otherwise terminated.

21 In consideration of the leasing of premises and of the mutual agreements hereinafter contained, the parties
22 hereto expressly covenant and agree as follows:

23 1. IMPROVEMENTS

24 Upon concurrence with Lessee's plans and specifications, State, through its District 2B Maintenance office, will
25 issue to Lessee a written confirmation and acceptance. Such written confirmation, mutual acceptance and
26 conformance with terms of this Lease will permit Lessee and its contractor to begin work on the storage and
27 maintenance facility planned for the leased premises. Located within the leased premises, State has provided

EXHIBIT 'A'

28 to the City of Portland Police Bureau, a storage space of approximately 20'x30' for use as an outdoor property
29 room. If Lessee uses said storage space for construction of the Streetcar facility, Lessee shall be responsible to
30 accommodate the Portland Police Bureau and replace, at Lessee's cost the storage area. No new
31 improvements, other than those specifically addressed in this lease, shall be placed in or on premises, and no
32 alterations shall be made to existing improvements on premises without the prior written consent of State.
33 However, in conjunction with the Lessee's use of the property as the City Streetcar facility, the Lessee may use
34 the property for commercial uses not in conflict with other provisions of this lease. State's District 2B Manager,
35 prior to construction, shall approve any construction or modification of the premises to facilitate these uses. All
36 improvements made shall be done at the sole expense of Lessee. All permanent improvements made by
37 Lessee on premises shall become the property of State upon expiration or termination of this lease.

38 **2. LEASE RATE**

39 The rental fee shall be \$4,643.50 per month. In the event of closure and vacation of NW Marshall Street, the
40 vacated area will become a portion of the leased premises and rent shall accrue to State at the same square
41 footage rate as is then applicable to the balance of the leased premises. Rents shall be paid in advance on or
42 before the first day of each month and sent to Room 417, ODOT Right of Way Section, State Transportation
43 Bldg., Salem, OR, 97310. Effective annually on September 1, 2000 hereafter until lease expiration, the monthly
44 lease rate will be adjusted to reflect the change in the **CONSUMER PRICE INDEX (CPI-U), "U.S. City
45 Average"**. This adjustment will be made using the more recently published "U.S. City Average" for the month
46 three (3) months prior to the annual adjustment month. (i.e., Annual November lease is based upon the
47 published rate for August of the same year.) The base CPI-U "U.S. City Average" factor for this lease is 166.2,
48 based on the published rate for June of 1999 (1982-84 = 100). However, this lease will be reviewed
49 September 1, 2004 to insure that the lease rate is equal to fair market rents. State will notify Lessee at least
50 fifteen (15) days in advance of the rental increase. In no event shall the rent decrease below the original rate
51 noted above.

52 **3. ADVANCE DEPOSIT**

53 Upon execution of this agreement, Lessee shall forward to the Oregon Department of Transportation's (ODOT)
54 Region One Manager or his/her designee an advance cash deposit in the amount of \$10,000.00. Deposit is to
55 be used for funding ODOT staff to review the design and specifications and to inspect the construction of the

56 Central City Streetcar maintenance and storage facility being placed on the leased premises. ODOT shall keep
57 an itemized account of expenses for said reviews and inspections. In the event that said costs exceed Lessee's
58 deposit during the course of the Streetcar project, ODOT will request an additional deposit to cover the excess
59 expenditures, which Lessee shall pay within 30 days of notification by ODOT. Upon completion of the Streetcar
60 project, ODOT will refund to City any portion of the advance deposit in excess of the total ODOT costs for said
61 reviews and inspections.

62 **4. RENEWAL**

63 Lessee shall have the option, subject to the following conditions, to renew this lease for additional ten (10) year
64 lease periods, with up to a maximum of four renewals. Lessee shall provide State written notice of intent to
65 exercise the option, such notice to be received by State not more than 120 days or less than 60 days prior to
66 expiration of the lease or renewal period. Lessee must not then be in default or in breach of any of the lease
67 terms. State shall, at its sole discretion, have the right to approve or reject such request for renewal and shall
68 give written notice of its decision at least 30 days prior to lease or renewal expiration. Lease amount applicable
69 to each renewal period will be established at the time of renewal, based upon fair market rents. If at the end of
70 the fourth renewal period the property continues to be used for a streetcar storage and maintenance facility,
71 State will enter into negotiations with the City to extend the lease.

72 **5. LEASE TERMS ARE INDEPENDENT**

73 The agreements, conditions, covenants and terms, herein contained and to be performed by the parties, are
74 separate and independent; and the performance of each and every one is not conditioned or dependent upon
75 performance of any other, unless specifically so stated within the language of the provision. Any provision of
76 this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other
77 provision hereof and such other provisions shall remain in full force and effect.

78 **6. ACCEPTABLE & NON-ACCEPTABLE USES**

79 The premises shall be used only for a maintenance, storage and parking facility with necessary trackway to
80 serve the Central City Streetcar project. The lease is not intended for, nor does it allow use of the premises for
81 residential purposes. Lessee covenants that premises shall not be used for any purpose other than that stated
82 heretofore. A breach of this covenant shall result in default and possible termination of this agreement.

83 Premises shall not be used for the disposal, manufacture or permanent bulk storage of any inflammable
84 materials. The property will not be used for storage, disposal or processing of waste material, junk, scrap, or the
85 dismantling of personal vehicles or equipment. Nor shall the premises be used for any purpose deemed by
86 State to be a potential hazard to the public or detrimental to the use, maintenance and scenic enjoyment of the
87 adjacent State Transportation Facility.

88 Lessee shall not use or allow premises to be used for any unlawful purpose whatsoever.

89 **7. HAZARDOUS MATERIALS**

90 Lessee shall not: (a) install facilities for or operate on premises a gasoline supply station or gasoline pump; (b)
91 allow vehicles used or designed for the transportation of, or bulk amounts of, gasoline, petroleum products or
92 explosives on premises; (c) store bulk gasoline, petroleum products or explosives on premises. Except with
93 the prior written approval of State, which approval may be withheld at the State's sole discretion, Lessee shall
94 not cause, permit or suffer any "Hazardous Material" (defined below) to be brought upon, treated, kept, stored,
95 disposed of, discharged, released, produced, manufactured, generated or used upon, about, or underneath the
96 premises or any portion thereof by Lessee, its agents, employees, contractors, or invitees, or any other person.
97 Any request for written consent by State shall be in writing and shall demonstrate to the satisfaction of State
98 that the Hazardous Material is necessary to the business of Lessee, and will be stored, used and disposed of in
99 a manner that complies with all federal, state or local laws, statutes, rules, regulations, ordinances, orders,
100 permits or licenses applicable to the Hazardous Material. Any such approved use of Hazardous Materials shall
101 continue during the term of this lease to comply with all federal, state, and local laws, statutes, rules,
102 regulations, ordinances, orders, permits or licenses applicable to Hazardous Material.

103 "Hazardous Material" is defined for purposes of this lease as any substance;

104 (i) the presence of which requires investigation or remediation under any federal, state or local statute,
105 regulation, ordinance, order, action, policy or common law; or

106 (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant
107 under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without
108 limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601 et seq.)
109 and/or the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or

110 (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or
111 otherwise hazardous and is or becomes regulated by any governmental authority, agency, department,
112 commission, board, or instrumentality of the United States, the State of Oregon, or any political subdivision
113 thereof.

114 If as a result of Lessee's construction or use of the property, hazardous materials are uncovered, Lessee shall
115 cease all work activities in and around any area of the property where hazardous substances have been
116 encountered or discovered, shall remove the affected employees and secure access to the area. Lessee shall
117 immediately contact State and deliver an oral assessment of the site conditions and follow up with a written
118 assessment of what was discovered and all actions taken. State and Lessee jointly shall determine the
119 appropriate course of remediation, with the Lessee assuming responsibility for remediation provided that said
120 contamination is not a direct result of State's use of the property. Should either State or Lessee determine that
121 the remediation necessary to complete construction of the maintenance and storage facility to be economically
122 not feasible, either party may terminate the lease.

123 **8. INGRESS & EGRESS**

124 No access allowed to State Highway System. Access to be from City Streets.. All ingress and egress shall be
125 subject to administrative and statutory requirements, including but not limited to ORS 374 et seq. Access to
126 premises via city/county roads shall be under local city/county jurisdiction.

127 **9. OCCUPANCY**

128 Occupancy and use of premises shall not be such as will permit hazardous or unreasonably objectionable
129 smoke, fumes, vapor, or odors to emanate from premises. Lessee shall operate and maintain the premises to
130 protect against hazards as to the use, safety or appearance of premises. Use and maintenance of premises
131 shall cause no interference with traffic on adjacent State Transportation Facility. Maintenance of premises by
132 Lessee, as required under Paragraph 13 herein, shall include such emergency maintenance procedures as
133 may be required by State.

134 **10. TAXES & ASSESSMENTS**

135 Lessee shall be responsible for all taxes and assessments, if any, on all real and personal property located on
136 or attached to premises, regardless of ownership. Lessee is tax exempt at this time.

137 Real Property taxes, if any, shall be paid by State. Lessee shall reimburse State within 30 days of billing for
138 said taxes by State. State shall allow Lessee to appeal or contest assessment of Real Property taxes. If lease
139 terminates after June 30, of any year, Lessee hereby agrees to be responsible for all taxes and
140 assessments imposed for that tax year, regardless of when tax is imposed. Lessee shall not be entitled
141 to any pro-ration of taxes.

142 **11. UTILITIES**

143 Lessee shall pay for all utility services furnished to premises and shall order and pay for any meter installations,
144 which may be necessary.

145 **12. ADVERTISING SIGNS**

146 No advertising signs, displays or devices may be erected on premises except signs advertising Lessee's on-
147 site business. Any on-premise signs and informational notices shall be subject to the approval of State and
148 shall indicate no more than the type of activity being conducted on premises. No off premise signs are allowed
149 on areas within State's recognized right of way nor under/over any State structure. No signs or illumination are
150 permitted within the leased area, which would be visible from I-405 or cause a distraction or impair visibility to
151 motorists travelling on I-405. All signs shall comply with local sign ordinances.

152 **13. PROPERTY MAINTENANCE**

153 Lessee shall at all times, and at Lessee's sole expense, keep and maintain premises, including the sidewalks, if
154 any, in front of the premises, free and clear of ice, snow, rubbish, debris, noxious weeds, obstructions and all
155 inflammable or explosive materials of every kind, and shall keep premises in an orderly, clean and safe
156 condition. Lessee shall maintain the landscaping by regular trimming, weeding and generally maintain the
157 property in a neat, well-kept manner.

158 **14. TRANSPORTATION FACILITY PROTECTION**

159 Lessee shall, without expense to State, take all steps necessary to effectively protect the adjacent State
160 Transportation Facility from damage incident to Lessee's use of premises. Lessee shall be liable to and shall
161 reimburse State for any damage to State's right of way fences, markers, monuments, slope easements,
162 structures or facilities resulting from or attributable to the use and occupancy of premises by Lessee.

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164 **15. PERMITS AND LICENSES**

165 Lessee shall secure all necessary permits and licenses required in connection with operations on premises and
166 shall comply with all federal, state, and local statutes, ordinances, and regulations that may concern, in any
167 way, Lessee's use of premises.

168 **16. LIABILITY**

169 Lessee shall occupy and use premises at Lessee's own risk and expense, and shall, to the extent permitted by
170 the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save and hold harmless State, its
171 Transportation Commission, Commission members, officers, agents, and employees, from all claims, suits or
172 actions for any damage to property or injury or death of any person arising out of or in connection with the
173 occupancy or use of premises by Lessee, its agents, employees, contractors or invitees, including but not
174 limited to the costs of remediation or clean-up of any Hazardous Material used on the premises by Lessee, its
175 agents, employees, contractors or invitees, whether with or without the approval by State. State shall, in no
176 event, be liable to Lessee for any damage to property, or injury to or death of any person occurring or arising
177 from the use of premises by Lessee unless directly caused by State's negligence. Nor shall State be liable for
178 items falling from the freeway, fires, earthquakes, disasters or other acts of God.

179 **17. INSURANCE**

180 Lessee shall to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260
181 through 30.300 and the Oregon Constitution, save and hold harmless State, its Transportation Commission,
182 Commission members, officers, agents and employees, from all claims, suits or actions made by third parties
183 for any damage to property or injury or death of any person caused by Lessee's negligent acts or omissions
184 committed pursuant to this lease. Lessee shall furnish State with a Certificate of Insurance from their risk
185 manager certifying that Lessee has met all requirements of Oregon law to be a self-insured entity and is self-
186 insured for purposes of general liability, automobile liability and workers compensation. In addition, Lessee shall
187 require its Contractor and Sub-Contractors to obtain and keep in effect during the period of construction,
188 Commercial General Liability insurance in a minimum amount of \$1,000,000.00 per occurrence with an annual
189 aggregate limit of not less than \$2,000,000.00. Prior to the commencement of construction of the Central City
190 Streetcar project a Certificate of Insurance will be provided to ODOT and will include the State of Oregon, the
191 Transportation Commission and its members, the Department of Transportation, their officers and employees

192 as additional insured. The insurance coverage shall not be amended, altered, modified or cancelled insofar as
193 the coverage contemplated herein without at least 30 days prior written notice.

194 **18. ASSIGNMENT**

195 Lessee shall not assign this lease or sublet premises without the prior written consent of State, and any attempt
196 to assign or sublet without written consent shall be void and shall be a default in this lease. State recognizes
197 that City will contract with Portland Streetcar, Inc. (PSI) for operation of the facility described herein and no
198 additional assignment will be necessary for operations conducted by PSI. Lessee shall pay a service charge
199 to State for every other assignment of this lease entered into by Lessee.

200 **19. TERMINATION**

201 This lease may be terminated as to all or part of premises when State determines such premises are needed
202 for public purposes, when State determines that it is in the public's best interest or when premises are no longer
203 used as a maintenance and storage facility for the Central City Streetcar. State recognizes the public purpose
204 served by Lessee's use and any determination of public's best interest will take into consideration the public's
205 needs as served by Lessee's use of the premises, so long as Lessee is in compliance with the terms of this
206 lease. State may terminate this lease upon giving 30 days written notice to Lessee of its intent to terminate
207 same and the grounds for termination. In the event of such termination, Lessee hereby waives all its rights to
208 make a claim for any losses or damages suffered thereby.

209 Upon early termination, lessee remains liable for all taxes per Section 9 of this lease. Depending on
210 termination date, this could be tax for the full year.

211 **20. ENTRY ONTO PROPERTY**

212 State specifically reserves the right to enter and occupy premises upon failure of Lessee to comply with any
213 provision of this lease. State also reserves the right to enter premises for purposes of inspection and to
214 determine whether Lessee is complying with the provisions of this agreement; to perform acts necessary or
215 proper for the protection, preservation, maintenance, reconstruction, and operation of adjacent State
216 Transportation Facility; and to perform acts necessary or proper in connection with the construction or
217 maintenance of adjacent State Transportation Facility. State also reserves the right to enter and take
218 possession of premises in case of national or other emergency for the purpose of preventing sabotage and

219 otherwise protecting its Transportation Facility. During such emergency occupation Lessee shall be relieved
220 from obligation to comply with the provisions of this lease.

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222 **21. DEFAULT**

223 The following shall be events of default:

224 (a) Failure of Lessee to pay any rent or other charge within 15 days after it is due. If rent remains unpaid 30
225 days after it is due, unpaid delinquent rent shall accrue interest at 1.75% per month. Rents remaining unpaid
226 and delinquent for a period over 60 days may be withheld from City's share of gas tax revenue when such
227 gas tax is dispersed for the fiscal year.

228 (b) Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the
229 payment of rent or other charges) within 10 days after written notice by State specifying the nature of the
230 default. If the default is of such a nature that it cannot be completely remedied within the 10 day period, this
231 provision shall be complied with if Lessee begins correction of the default within the 10 day period and
232 thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

233 (c) Filing of a voluntary or involuntary petition in bankruptcy, or filing of any proceeding to subject this lease
234 or the interest of Lessee herein to garnishment or sale under execution.

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237 **22. REMEDIES FOR TERMINATION**

238 In the event of default the Lease may be terminated. In the event of termination, regardless of how effected,
239 including termination for need or failure to comply with any provision of this lease, Lessee shall, by the date
240 of said termination, peaceably and quietly leave, vacate completely and surrender premises, including those
241 improvements and fixtures placed or made thereon by Lessee that belong to State, in a good, clean and
242 slightly condition, reasonable use and wear, and damage by earthquake, fire, public calamity, the elements,
243 acts of God, or other circumstances over which Lessee has no control, excepted. If premises are not
244 voluntarily surrendered, the State may, without notice, re-enter and take possession of premises and may,
245 with the use of reasonable force, and with or without legal process, evict and dispossess Lessee from
246 premises.

247 In the event of termination or retaking of possession following default, State shall be entitled to recover
248 immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the
249 lease term, the following amounts as damages: (1) The loss of rental from the date of default until a new

250 lessee is secured, or until the termination date of the lease, whichever is sooner; and, (2) The reasonable
251 costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of
252 site improvements or Lessee's property, or any other expense occasioned by Lessee's default including but
253 not limited to, any repair costs, attorney fees and court costs.

254 **23. TIME**

255 TIME is of the essence of every provision of this lease. Failure of State to object to the violation of any
256 provision of this lease shall not be deemed a waiver by State of a subsequent similar breach nor of State's right
257 to demand strict performance by Lessee of any provision contained therein.

258 **24. LEASE MODIFICATION**

259 Notwithstanding anything herein contained to the contrary, this lease may be terminated or any provision of this
260 lease may be changed, by mutual consent of the parties hereto, in writing.

261 **25. SUCCESSORS & ASSIGNS**

262 The provisions of this lease and all obligations and rights thereunder shall extend to and bind the successors
263 and assignees of Lessee and any assignee or legal successor of State.

264 **26. FEDERAL HIGHWAY ADMINISTRATION (FHWA) REGULATIONS**

265 Notwithstanding any provision herein to the contrary, Lessee shall comply with all the standards and
266 requirements of Federal Highway Administration Regulation, which shall, in case of conflict with any provision
267 of this lease, be deemed minimum standards and requirements. This paragraph shall not, however, relieve
268 Lessee from the duty to comply with all other provisions of this lease and all provisions of this lease which are
269 in addition to or more stringent than the standards and requirements of said regulations.

270 **27. CIVIL RIGHTS (NON-DISCRIMINATION)**

271 Lessee, for itself and assigns, as part of the consideration hereof, does covenant and agree, as a covenant
272 running with the land, that (1) no person, on the grounds of race, color, or national origin, shall be excluded
273 from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of
274 premises; (2) that in connection with the construction of any improvements on premises, no discrimination shall
275 be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-
276 tier subcontractors, and first-tier subcontractors in the selection and retention of second-tier subcontractors; and

277 (3) that Lessee shall use premises in compliance with all other requirements imposed pursuant to Title 15,
278 Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce,
279 Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

280 In the event of breach of any of the above non-discrimination covenants, State shall have the right to
281 immediately terminate this lease, to re-enter and repossess premises, and to hold the same as though this
282 lease had never been made or issued.

283 **28. PRIOR LEASES/AGREEMENTS**

284 This lease is intended to supersede and/or replace all previous agreements, written or oral, entered into by the
285 parties hereto for the rental of premises. Additionally, there is an existing lease for a portion of the premises
286 described herein, said lease being between State as lessor and Layton Home Fashions, Lessee. State will
287 assign this lease to City and City agrees to accept assignment of the lease between State and Layton Home
288 Fashions as part of this agreement.

289 **29. "UNIFORM" ACT**

290 Should this lease be terminated for any reason, Lessee hereby acknowledges, understands, agrees and
291 waives any and all benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act
292 of 1970 as amended, or any other benefits under similar acts applicable to Lessee, or the property leased
293 herein.

294 **30. SINGULAR/PLURAL**

295 In construing this lease, where the context so requires, the singular includes the plural and all grammatical
296 changes shall be made so that this lease shall apply equally to corporations and individuals.

297 **31. NOTICES**

298 The State (for notice) is:
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**ODOT Right of Way Manager
417 DOT Building
Salem, OR 97301-3871
Phone: (503) 986-3636
FAX: (503) 986-3625**

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309 The Lessee (for notice is):

City of Portland
1120 SW Fifth Avenue, Room 1204
Portland, Oregon 97204-1972
Phone No.(503) 823-5252

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32. COMPLETE AGREEMENT

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE, OR TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. LESSEE, BY THE SIGNATURE BELOW, HEREBY ACKNOWLEDGES READING THIS CONTRACT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

33. APPROVALS

ODOT REGION APPROVAL

By Kay Van Auel
ODOT Region Manager

Date _____

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By Deolinda G. Jones
Deolinda G. Jones, Right of Way Manager

FHWA FORMAT APPROVAL

By John D. Wickman
Title: Division R/W Officer

Date: 12/1/99

CITY OF PORTLAND

By [Signature]
Mayor-Commissioner
By [Signature]
Auditor

APPROVED AS TO FORM

[Signature]
CHIEF DEPUTY CITY ATTORNEY

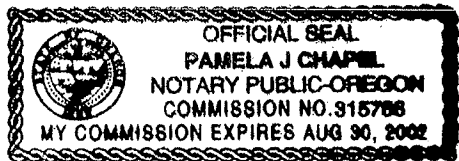
357 In Witness Whereof, the lessee has executed this instrument this 28 day of October, 19 99; if a
358 corporation lessee, it has caused its name to be signed and its seal, if any, affixed by an officer or other person
359 duly authorized to do so by order of its board of directors.

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State of Oregon, County of Multnomah

Oct 28, 19 99.

Personally appeared James Trancosconi and Gary Blackmer ^{Commissioner} and
who, being sworn, stated that they are the ~~Mayer~~ and Auditor of the City of Portland,
Oregon, a municipal corporation, and that this instrument was voluntarily signed on behalf of said municipal corporation
by authority of its Ordinance No. 173837, passed by the Council of said City on this 13th day of October,
19 99.



BEFORE ME:

Pamela J Chapel
Notary Public for Oregon
My Commission Expires: 08/30/02

STATE OF OREGON, County of Marion

December 1, 19 99.

Personally appeared, Deolinda G. Jones, who being sworn, stated that she is the
Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily
signed on behalf of the State of Oregon by authority delegated to her.



BEFORE ME:

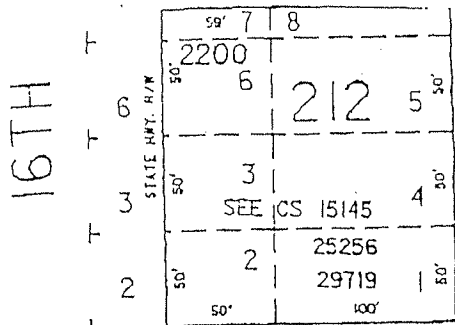
Michael L. Kirby
Notary Public for Oregon
My Commission expires: 7-9-03

Lessee Federal Tax I.D. or Social Security No.: _____

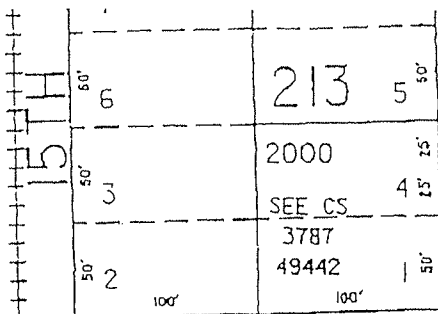
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Exhibit "A"

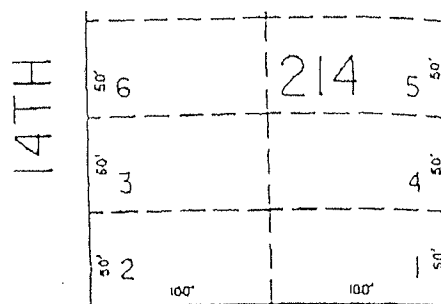
183427



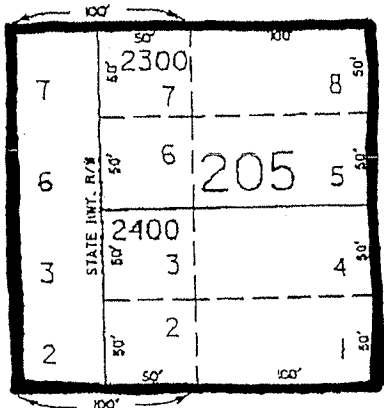
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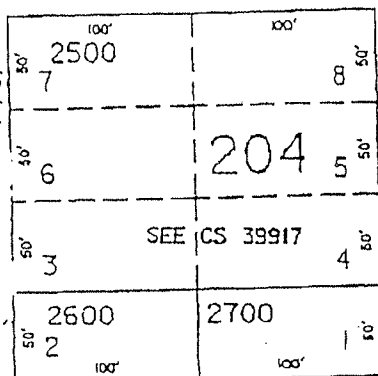
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NORTHRUP

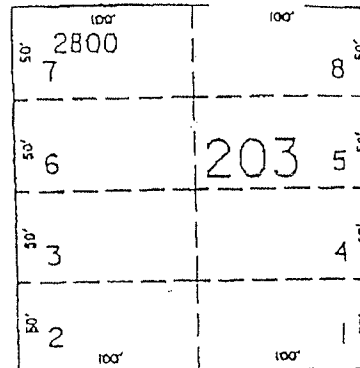


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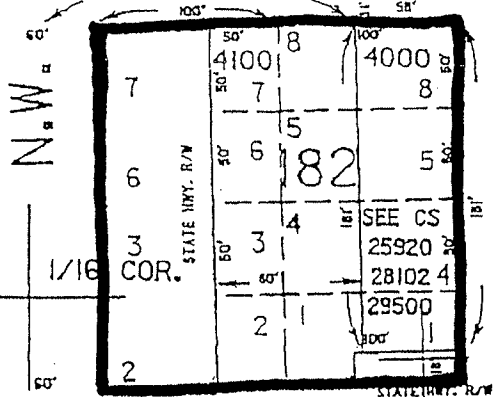


(M)

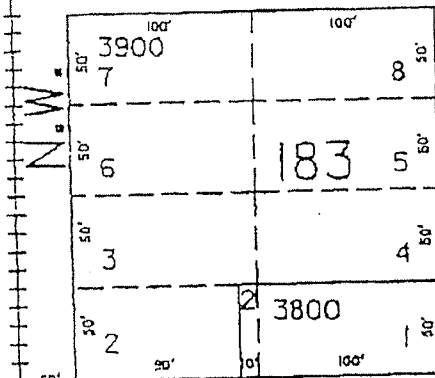
(N. 13TH ST.)



MARSHALL



N.W.

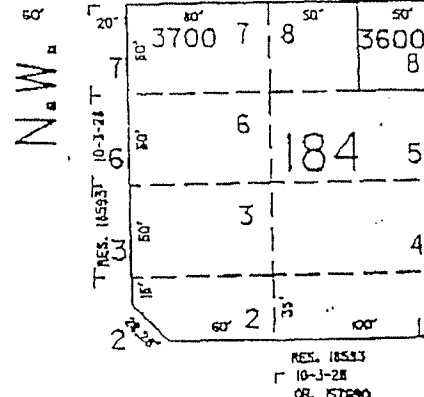


N.W.

(L)

LOVEJOY

SEE MAP IN IE 33AD



1,440,000

Subject Site

ORDINANCE No. 173837
As Amended

*Lease with the State of Oregon by and through its Oregon Department of Transportation for property to be used for the maintenance and storage facility for the Central City Streetcar Project. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Through a number of actions by the City Council, Phase I of the Central City Streetcar Project (Project) is under construction.
2. The Project has planned for a maintenance and storage facility under the I-405 freeway between NW Lovejoy and Northrup Streets.
3. The property desired for the maintenance and storage facility is Oregon Department of Transportation (ODOT) right-of-way.
4. The State and ODOT recognize the public purpose served by this use of its right-of-way and have agreed to lease the property to the City of Portland under certain conditions and at a lease rate of \$4,643.50 per month with adjustments to be made annually to reflect the change in the Consumer Price Index (CPI-U), U.S. City Average.
5. Lease payments were anticipated in the Streetcar Operations and Maintenance Finance Plan and were carried within contingency.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are authorized to execute a Lease Agreement with ODOT for property to be used for the maintenance and storage facility for the Central City Streetcar Project, substantially in accordance with the amendment attached as Exhibit A to the original of this Ordinance, and by reference made a part hereof.
- b. The Mayor and Auditor are hereby authorized to draw and deliver checks to the Oregon Department of Transportation, chargeable to the Transportation Operating Fund, AU 159, Object Code 610.

Section 2. The Council declares that an emergency exists because a delay in executing this Amendment could adversely impact the schedule and budget of the overall Project; therefore, this Ordinance shall be in full force and effect from and after its passage by Council.

Passed by the Council,

OCT 13 1999

Commissioner Charlie Hales
 Vicky L. Diede:slg
 October 7, 1999
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GARY BLACKMER
 AUDITOR OF THE CITY OF PORTLAND
 BY

Britta Olson

DEPUTY