

Exhibit A

TriMet file # 921

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
MT. SCOTT COMMUNICATIONS SITE
SUBLEASE**

A Sublease agreement between the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), a mass transit district organized under ORS Chapter 267, and The City of Portland through the Portland Water Bureau, ("SUBLESSEE").

RECITALS

Whereas, pursuant to Lease No. 15667C-LA effective June 30, 2014, TriMet has leased a parcel of land from the State of Oregon, Department of Transportation, for the purpose of operating and maintaining a radio communication site ("Premises"), a copy of which is attached as Exhibit A and incorporated herein; and

Whereas, the parties desire to enter into a Sublease subject to the terms of Lease No. 15667C-LA and as further set forth below;

Now therefore, the Premises being in general as stated in the foregoing Recitals, it is agreed by and between the parties as follows:

AGREEMENT**Incorporation of Lease No. 15667C-LA and Term**

1. The terms and conditions of this Sublease shall be those set forth in Lease No. 15667C-LA between TriMet and the State of Oregon, Department of Transportation, contained in Exhibit A, subject to the modifications set forth below. Except as otherwise provided, the term "State" shall be deemed to be "TriMet," and the term "Lessee" shall be deemed to be "Sublessee." A reference to "State Transportation Facility" means the State of Oregon Transportation Facility. This Sublease is subject to future modifications between the State and TriMet of the terms of Exhibit A, and to future determinations by State or TriMet of the amount of rental fee owed by Sublessee for use of the Premises.

The term of this Sublease shall be from the date it is signed by TriMet until the earlier of: (1) June 28, 2019; (2) termination of Lease No. 15667C-LA between TriMet and the State; or (3) termination of this Sublease pursuant to its terms. If a new lease between TriMet and the State is entered into beyond June 30, 2019, TriMet may at its option enter into a new Sublease with Sublessee which shall be subject to the terms and conditions of the new lease between TriMet and the State, and as otherwise determined by TriMet.

2. **Exhibit A, Paragraph 2, "Improvements"**

Paragraph 2 "Improvements" is deleted in its entirety and replaced with the following:

TriMet shall not be required to make any repairs, alterations, additions, or improvements to or upon the Premises during the term of this Sublease, except only those specifically provided for in this Sublease. Sublessee shall make no alterations, additions, or improvements to or upon the Premises or remove any equipment, structures, fixtures or improvements of any kind without the prior written consent of TriMet. Consent for removal shall not be unreasonably withheld so long as Sublessee is in good standing under this Sublease and removal will not

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irreparably damage the leased Premises as determined in TriMet's sole reasonable discretion. Except as otherwise specifically provided in this Sublease, all structures, partitions, plumbing, electrical wiring, light fixtures, floor coverings, restrooms, attached shelving and counters, and other fixtures, whether installed by Sublessee or TriMet, shall remain the property of TriMet and may not be removed by Sublessee.

3. Exhibit A, Paragraph 4, "Base Rent"

Paragraph 4, "Base Rent", is deleted in its entirety and replaced with the following:

Sublessee shall pay to TriMet rent at the rate of \$872.27 per month. The Lease Rate will be increased annually by the same percentage by which TriMet's Lease Rate is increased to reflect the change in the Consumer Price Index (CPI-U) under Lease No. 15667C-LA between TriMet and the State of Oregon. Rental payments shall be submitted by the first day of each month without demand to TriMet's Finance Division, 1800 SW 1st Avenue, Portland, Oregon 97201. The rental payment must identify the TriMet file no. 921 and the Lease no. 15667C-LA.

4. Exhibit A, Paragraph 5 "Assignment, Sublease, or Collocation"

Paragraph 5 "Assignment, Sublease, or Collocation" is deleted in its entirety and replaced with the following:

Sublessee shall not assign this Sublease, or sublet any part of the Premises, or allow collocation without the prior written consent of TriMet. Any assignment or Sublease or collocation entered into by Sublessee in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination of this Sublease by TriMet.

5. Exhibit A, Paragraph 8, "Termination"

The second paragraph of Paragraph 8 "Termination" is deleted in its entirety and replaced with the following:

Sublessee may terminate this Sublease by providing Tri-Met ninety (90) days prior written notice of its intent to terminate.

6. Exhibit A, Paragraph 12, "Acceptable and Non-Acceptable Uses"

Paragraph 12, "Acceptable and Non-Acceptable Uses", is revised to add the following provisions:

Sublessee's General Use

- (A) Pursuant to a prior Sublease between TriMet and Sublessee (The City of Portland), Sublessee was authorized to construct a twenty (20) foot extension of TriMet's radio tower subject to the conditions imposed by the conditional use permit issued by the City of Happy Valley on January 3, 1993. TriMet owns all preexisting tower improvements constructed by Sublessee.
- (B) Sublessee shall be entitled to continue to locate and maintain the following Sublessee equipment on the tower and in the building which had been installed pursuant to prior approval by TriMet.

2 Omni 900Mhz antennas. One at the 120 foot level and one at 140 foot level.

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2 (7/8) coax.

2 MAS 900Mhz polling Master Radio's on equipment rack in the building

- (C) Sublessee shall pay for all utilities required for installation or use of Sublessee's equipment on TriMet's tower.
- (D) As long as Sublessee's antenna requirements are met by the use of TriMet's tower, Sublessee agrees not to erect a tower on the property it leases adjacent to the Sublease leasehold site, that might interfere with use of TriMet's tower, and agrees to use reasonable efforts to continue its existing lease of the adjacent land, thereby keeping that land and its air space free of obstruction that might interfere with use of TriMet's tower. If Sublessee's antenna requirements are no longer met by use of TriMet's tower, Sublessee may terminate this Sublease as to its use of the tower upon ninety (90) days prior written notice to Tri-Met. The provisions of this subparagraph (D) shall not survive the termination of this Sublease.
- (E) Subject to other provisions of this Sublease, Sublessee shall have access to the Premises and tower at all reasonable times for installation, maintenance, repair, replacement, or removal of its equipment.
- (F) Sublessee shall ensure that only individuals necessary for installation, maintenance or operation of its equipment on TriMet's tower are admitted to the Premises by Sublessee. Sublessee shall ensure that those individuals practice all reasonable safety precautions, including but not necessarily limited to those commonly practiced in the relevant trade or industry. Sublessee shall ensure that individuals who go aloft the tower are not subjected to electric or electronic hazards of which Sublessee is, or reasonably should be aware. Each party shall notify the other immediately of any hazardous condition that arises on the Premises and becomes known to the party or its officers, employees or agents.
- (G) Each party shall comply at its own expense with all laws, ordinances and regulations of any municipal, county, state, Federal and other public authority respecting the party's use of the Premises.
- (H) Sublessee shall not install or use any power machinery on the property other than that which is necessary for diagnostic purposes or that which is necessary for normal maintenance of equipment, except with prior written consent of TriMet.
- (I) Sublessee shall not permit any lien of any kind to be placed or imposed upon any part of the Premises.
- (J) TriMet will pay the utilities (power bill), provide emergency power, and maintain the generator. TriMet does not guarantee or warrant the stability or suitability of building power nor guarantee availability of emergency power during power failures of the main grid.

7. Exhibit A, Paragraph 16 "Taxes and Assessments"

Paragraph 16, "Taxes and Assessments", is revised to add the following language:

The parties acknowledge that each party is a tax exempt entity. If applicable, Sublessee shall be responsible for any taxes and assessments that may be imposed as a result of Sublessee's use of or operations on the Premises.

8. Exhibit A, Paragraph 19 "Property Maintenance"

The last sentence of Paragraph 19, "Property Maintenance", is revised to read:

Sublessee shall maintain the Premises in a neat, well-kept manner. The parties acknowledge that Sublessee is not the sole subtenant of TriMet at the Premises; Sublessee shall not be responsible for remedying conditions of the Premises caused by other TriMet or TriMet's other subtenants. TriMet shall require all other subtenants or authorized users keep the Premises in a neat, well-kept manner during the entities' or persons' uses.

9. Exhibit A, Paragraph 22 "Liability; Indemnification"

The first sentence of Paragraph 22, "Liability; Indemnification", is revised to read:

Sublessee shall occupy and use premises at Sublessee's own risk and expense and shall, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save and hold harmless TriMet and its directors, officers, employees, and agents and the State of Oregon, the Oregon Transportation Commission, Commission Members, officers, agents, and employees from all claims, suits or actions for any damage to property or injury or death of any persons arising out of or in connection with Sublessee's occupancy or use of the premises. TriMet and the State of Oregon shall, in no event, be liable to Sublessee for any damage to property, or injury or death of any person occurring or arising from the use of premises by Sublessee. Sublessee further agrees, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, to indemnify, defend, save, and hold harmless TriMet and the State of Oregon from any and all claims, liabilities, losses, damage, costs and expenses (including attorney fees at trial and on any appeal of review) arising out of use of the premises by Sublessee or its agents, employees, contractors, collocators or invites, including but not limited to the costs of remediation or clean-up of any Hazardous Material used on the premises by Sublessee or its agents, employees, contractors of invitees, whether with or without the approval of TriMet or the State of Oregon.

10. Exhibit A, Paragraph 24, "Successors & Assigns"

Paragraph 24 "Successors & Assigns" is deleted in its entirety and replaced with the following:

The provisions of this Sublease and all obligations and rights hereunder shall extend to and bind any successors or assigns of Sublessee for whom written consent has been provided by TriMet pursuant to Paragraph 17, "Assignment."

11. Additional Provisions

The following additional provisions shall apply to this Sublease:

(a) Security

TriMet makes no representation regarding security. Sublessee assumes all risk of loss due to theft, vandalism, or other acts of third parties. The parties acknowledged that TriMet has other subtenants at the Premises; TriMet shall require that any other subtenants or authorized users of the Premises take reasonable precautions to keep the Premises secure and to avoid damages or loss at the Premises and to any other users' telecommunications equipment that may be located at Premises.

(b) Light, View and Air Space

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This Sublease does not grant any rights of access to light, view and air over the Premises.

(c) Non-Waiver

Any waiver by TriMet of any breach of any term or condition herein contained to be kept and performed by Sublessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the TriMet from declaring a forfeiture for any succeeding breach, either of the same term or condition or otherwise.

(d) Damage by Casualty on Fire, and Duty to Repair

In the event of destruction of the tower by fire or other casualty, TriMet may elect to repair the tower or not. TriMet shall give Sublessee written notice of TriMet's election within twenty (20) days after the occurrence of the damage. If TriMet does not give that notice, TriMet conclusively shall be deemed to have elected not to repair, and may terminate this Sublease as of the date of the damage.

If TriMet elects not to repair the tower, then Sublessee may terminate this Sublease as of the date of the said damage. If the tower is partially destroyed and TriMet elects to repair, then TriMet shall repair the tower with all reasonable speed and shall have the right to take possession of, and occupy, to the exclusion of Sublessee, all or any part of the tower in order to make the necessary repairs, and Sublessee hereby agrees to vacate upon request all or any part of the tower that Sublessor may require for making necessary repairs.

(e) Notices

Any notice required by the terms of this Sublease shall be in writing and effective if (a) delivered personally to the following addressee; (b) deposited upon mailing by in the United States mail, postage prepaid, certified mail, return receipt requested; (c) sent by overnight or commercial courier (such as Federal Express), addressed as specified below, or to such other address or addressee as either party may specify to the other in writing from time to time during the term of this Sublease. Notice sent by facsimile transmission is deemed sufficient when received during regular business hours.

TriMet
Real Property
1800 SW 1st Avenue
Portland, Oregon 97201
Facsimile: 503-962-2299

City of Portland, the Water Bureau
ATTN: Property Management
1120 SW 5th Avenue, Room 616
Portland, OR 97204
Facsimile: 503-823-7024

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In Witness whereof, the parties have executed this Sublease by their duly authorized representatives as set forth below.

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON

CITY OF PORTLAND, a Municipal Corporation

By: 

By: 

Name: STEVEN WITTER

Name: DAVID G. SHAFF


Title: INT DIRECTOR REAL PROPERTY Title: ADMINISTRATOR

Date: JUNE 27, 2014

Date: 09.08.2014

Approved as to form and legal sufficiency
for TriMet

Approved as to Form


Lance Erz
Deputy General Counsel



Deputy City Attorney

Exhibit "A"

RAW File #: 15667C-LA
 RAW MAP #: 1R-1-430

OREGON DEPARTMENT OF TRANSPORTATION
 COMMUNICATION SITE LEASE

THIS LEASE, effective as of JUNE 30th, 2014, is between the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION ("State") and TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON, a mass transit district organized under the laws of the State of Oregon, also known as a Municipal Corporation, ("Lessee").

The parties agree as follows:

1. PREMISES

State leases to Lessee for the purpose of operating and maintaining a communication site, that real property consisting of 2,500 square feet, more or less, and shown on Exhibit "A" (the "Premises"), and further described as follows:

A Parcel of land lying in the Northwest (NW1/4) of Section 27, Township 1 South, Range 2 East, W.M., City of Happy Valley, Clackamas County, Oregon, and further described as follows:

The leasehold boundary shall run from the most Northerly Northeast corner of Lessor's property 75 feet West along the most Northerly property line of Lessor's property, thence South 35 feet, more or less, to said existing fence, thence East 75 feet to the Easterly property line of Lessor's property, thence 35 feet, more or less, North along Lessor's Easterly property line to the most Northerly Northeast corner of Lessor's property being the point of beginning.

The parties are the parties to that certain Lease dated June 21, 2010 (the "Previous Lease") for the same premises as described below. Beginning on June 30, 2014, this Lease supersedes and replaces in its entirety the Previous Lease, which the parties deem to expire at midnight on June 29, 2014 instead of June 30, 2014, the expiration date set forth in the Previous Lease.

2. IMPROVEMENTS

The improvements identified in the attached Exhibit "B" are included in this Lease. Tenant may remove the tower, and the related equipment thereon, upon termination or expiration of the Lease. No other improvements may be placed in or on the Premises, and Lessee shall make no alterations to existing improvements on the Premises without the prior written consent of State. All improvements made must be done at the sole expense

31 of Lessee. All improvements made by Lessee to the Premises after the effective date hereof shall become the
 32 property of State upon their installation on the Premises, unless the parties agree otherwise in writing.

33 **3. TERM**

34 The term of the lease is five (5) years, beginning June 30, 2014 through June 29, 2019, unless otherwise
 35 terminated earlier.

36 **4. BASE RENT**

37 The base rental fee shall be \$ 50,178.00 per year starting June 30, 2014. Lessee shall pay the yearly rent in
 38 advance by the first of each June 30, until lease expires, payment to be sent to: Department of Transportation,
 39 Property Management, 4040 Fairview Industrial Drive SE MS#2, Salem, OR, 97302-4211. Effective annually
 40 starting June 30, 2015 and thereafter until lease expiration, the yearly rent, for this lease and each sublease or
 41 collocation agreement, if any, will be adjusted to reflect any increase in the CONSUMER PRICE INDEX
 42 (CPI-U), "U.S. City Average". This adjustment will be made using the published "U.S. City Average" for the
 43 most recent April. The base CPI-U "U.S. City Average" factor for this lease is 237.072, based on the
 44 published rate for April 2014 (1982-84 = 100). State will notify Lessee at least fifteen (15) days in advance of
 45 the rental increase. In no event shall the rent decrease below the original rate noted above.

46 **5. ASSIGNMENT, SUBLEASE, OR COLLOCATION**

47 Lessee shall not assign this Lease, sublet the Premises or allow collocation on the Premises without prior
 48 written consent of the State. State reserves the right to deny the request.

49 Lessee shall request State's consent to allow an assignment of the lease, a sublease or a collocation of the
 50 Premises in writing. Each request for consent shall be accompanied by an administrative fee of \$500.

52 ANY ATTEMPT TO ASSIGN, SUBLET, OR ALLOW COLLOCATION WITHOUT WRITTEN CONSENT OF
 53 STATE WILL BE CONSIDERED A DEFAULT UNDER THIS LEASE.

55 **6. CONSENT TO COLLOCATION; ADDITIONAL RENT**

56 State does hereby consent to the Sublessee/Collocation Agreements listed on Exhibit "D," which is attached
 57 hereto and by this reference incorporated herein. In consideration of such consent, on the first of each month,
 58 Lessee shall pay to State as additional rent the amount(s) set forth in Exhibit "D." Additional rent will be
 59 prorated for partial rent periods at the start of a new collocation. Additional rent will be adjusted based on the
 60 CPI-U on the anniversary of the Lease as described in Section 4 of the Lease. Lessee's additional rent
 61 obligation shall continue until modified in writing by State and Lessee. Lessee shall not be entitled to a
 62

63 proration or refund for a partial rent period resulting from the expiration or termination of a Collocation
64 Agreement.

65 Collocation Agreements entered into by Lessee are subject to and subordinate to the terms of the Lease and
66 must terminate on or before the date that the Lease is terminated, either by its terms or by action of the parties.

67 The consent granted herein is a consent only to the act of collocating; it is not a consent, agreement, or
68 approval of or to any of the terms and provisions of the Collocation Agreement nor is it a representation by
69 State that any warranties made in connection with or as a part of the Collocation Agreement are accurate. Said
70 consent is not a waiver of any default by Lessee or of any right of State. Regardless of the terms and
71 provisions of the Collocation Agreement, State shall continue to be entitled to full performance of all of the
72 terms of the Lease, even if the Collocation Agreement may specify different or lesser performance than does
73 the Lease. A consent to collocation by State is not a consent to any future assignment, sublease, or collocation
74 and is not a waiver of the requirement to seek and to obtain consent for the same. Nothing herein shall be
75 deemed a waiver or a release of any obligation or liability of Lessee under the Lease. Lessee shall remain fully
76 liable and responsible under the Lease. No consent, amendment or indulgence attributable to State with
77 respect to the Lease or Collocation Agreement shall release Lessee from any such liability or obligation.

78 Lessee may request consent to enter into additional Collocation Agreements in accordance with Section 5.

79 **7. RENEWAL**

80 Subject to the following conditions, Lessee may renew this Lease for up to two additional five (5) year periods.
81 Lessee must provide State written notice of Lessee's intent to exercise the option not more than 120 days or
82 less than 60 days prior to expiration of the original term or renewal period. Lessee must not then be in default
83 or in material breach of any of the Lease terms. State, at its sole discretion, may approve or reject the request
84 for renewal and shall give written notice of its decision at least 30 days prior to expiration of the term or renewal
85 period. If State gives written notice of non-renewal, Lessee will have 180 days to vacate per terms of
86 Termination Section #8. Lease payments to continue until Lessee vacates. Lease conditions and rent
87 applicable to each renewal period will be established by State prior to the start of each renewal term.

88 **8. TERMINATION**

89 State may terminate this Lease as to all or part of the Premises when necessary for public purposes, or when
90 State determines that it is in the public's best interest, by giving a 180-day written notice to Lessee of State's

91 intent to terminate. If state gives notice of termination, Lessee hereby waives all rights to make a claim for any
92 losses or damages suffered as a result of termination.

93 Lessee may request termination prior to Lease expiration by submitting a written request to State and making a
94 termination payment in the form of a cashier's check or money order equal to the greater of one fourth (1/4) of
95 the annual rent (base rent and additional rent) or \$1,500. Upon early termination, Lessee remains liable per
96 Section 11 for all taxes for the tax year in which the Lease is terminated. Depending on the termination date,
97 this could be tax for the full year.

98 **9. RESTORATION**

99 Except for normal wear and tear occurring from use of the premises and caused by circumstances over
100 which Lessee had no control, Lessee shall, at the expiration or termination of this agreement, restore the
101 premises to the same condition that existed at the time of Lessee's initial entry upon the premises under this
102 lease or any proceeding lease.

103 **10. LEASE WAIVER**

104 Failure of State to object to the violation of any provision of this Lease may not be deemed a waiver by State of
105 a subsequent similar breach nor of State's right to demand strict performance by Lessee of any provision of the
106 lease.

107 No waiver, consent, amendment, modification or change to any provision of the Lease, or waiver of any of its
108 terms, is effective unless it is in writing and signed by both Lessee and State. Any waiver, consent,
109 modification or change, if made, is effective only in the specific instance and for the specific purpose given.

110 **11. LEASE TERMS ARE INDEPENDENT**

111 The terms of this Lease are separate and independent and the performance of each is not conditioned or
112 dependent upon performance of any other, unless specifically stated within the language of the term. Any term
113 of this Lease which proves to be invalid, void or illegal is not intended to affect, impair or invalidate any other
114 term and such other terms are intended to remain in full force and effect.

115 **12. ACCEPTABLE & NON-ACCEPTABLE USES**

116 Lessee shall use the Premises for operating and maintaining a communication site. A breach of this
117 covenant is a default and may result in termination of this Lease. Lessee shall not use the Premises for:

- 118 (a) residential purposes;
- 119 (b) storage, disposal or manufacture of any flammable materials;

- 120 (c) storage, disposal or processing of waste material, junk, scrap, or dismantling of vehicles or
121 equipment;
122 (d) any purpose deemed by State to be a potential hazard to the public or detrimental to the use,
123 maintenance and scenic enjoyment of any adjacent State property; or
124 (e) for any unlawful purpose whatsoever.

125 **13. HAZARDOUS MATERIALS**

126 "Hazardous Material" means any substance:

- 127 (i) the presence of which requires investigation or remediation under any federal, state or local statute,
128 regulation, ordinance, order, action, policy or common law; or
129 (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or
130 contaminant under any federal, state or local statute, regulation, rule or ordinance or amendment including,
131 without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601
132 et seq.) and the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or
133 (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or
134 otherwise hazardous and is or becomes regulated by any governmental authority, agency, department,
135 commission, board, or instrumentality of the United States, the State of Oregon, or any political subdivision of
136 them.

137 Lessee shall not, except for the facilities referenced in Exhibit "B":

- 138 (a) install facilities for or operate on the Premises a gasoline supply station or gasoline pump;
139 (b) allow vehicles used or designed for the transportation of, or bulk amounts of, gasoline, petroleum
140 products or explosives on the Premises;
141 (c) store bulk gasoline, petroleum products or explosives on the Premises.
142 (d) except with the prior written approval of State, which approval may be withheld in State's sole
143 discretion, allow any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged,
144 released, produced, manufactured, generated or used upon, about, or underneath the Premises or any portion
145 of them.

146 Any request for State's written consent must be in writing and must demonstrate to the satisfaction of State that
147 the Hazardous Material is necessary to the business of Lessee, and will be stored, used and disposed of in a
148 manner that complies with all federal, state or local laws, statutes, rules, regulations, ordinances, orders,
149 permits or licenses applicable to the Hazardous Material. Any approved use of Hazardous Materials must

150 continue during the term of this Lease to comply with all federal, state, and local laws, statutes, rules,
151 regulations, ordinances, orders, permits or licenses applicable to Hazardous Material.

152 **14. INGRESS & EGRESS**

153 Access to the premises will be by a Reciprocal Easement recorded June 22, 2006, in Document No. 2006-
154 057118, records of Clackamas County, Oregon, that grants to ODOT and to its guests, invitees and licensees a
155 non-exclusive easement to use the existing access road located for ingress and egress to and from the ODOT
156 property to SE Ridgeway Drive, as shown on Exhibit "A". All ingress and egress is subject to administrative and
157 statutory requirements, including but not limited to ORS chapter 374 et seq. Access to the Premises via city or
158 county roads is under local city or county jurisdiction.

159 **15. OCCUPANCY**

160 Lessee shall not occupy or use the Premises in a way that permits hazardous or unreasonably objectionable
161 smoke, fumes, vapor, or odors to emanate from the Premises. Lessee shall operate and maintain the
162 Premises to protect against hazards affecting the use, safety or appearance of the Premises. Lessee shall use
163 and maintain the Premises to cause no interference with traffic at any adjacent State property.

164 **16. TAXES & ASSESSMENTS**

165 Lessee shall be responsible for all taxes and assessments, if any, on all real and personal property located on
166 or attached to premises, regardless of ownership.

167 The State shall pay all real property taxes for the premises, for which, Lessee shall reimburse State within 30
168 days of billing for said taxes by State. If lease expires or is terminated by either party after June 30, of any
169 year, Lessee shall be responsible for all taxes and assessments imposed on the premises for that tax year,
170 regardless of when tax is imposed. Notwithstanding the previous sentence, Lessee shall be entitled to a pro-
171 portion of taxes if State has terminated this Lease pursuant to the first sentence of Termination Section #8.

172 **17. UTILITIES**

173 Lessee shall pay for all utility services furnished to the Premises and shall order and pay for any meter
174 installations that may be necessary.

175 **18. ADVERTISING SIGNS**

176 Lessee shall erect no advertising signs, displays or devices on the Premises except signs advertising Lessee's
177 on-Premises business. Any on-Premise signs and informational notices are subject to State's approval and
178 must indicate no more than the type of activity being conducted on the Premises. No signs are allowed on

179 areas within State's recognized right of way nor under or over any State structure. All signs must comply with
180 local sign ordinances.

181 **19. PROPERTY MAINTENANCE**

182 Lessee shall at all times, and at Lessee's sole expense, keep and maintain the Premises, including the
183 sidewalks, if any, in front of the Premises, free and clear of ice, snow, rubbish, debris, noxious weeds,
184 obstructions and all flammable or explosive materials of every kind, and shall keep the Premises in an orderly,
185 clean and safe condition. Lessee shall maintain the landscaping by regular trimming, weeding and generally
186 maintain the Premises in a neat, well-kept manner. Lessee shall perform any emergency maintenance
187 procedures as State may reasonably require.

188 **20. TRANSPORTATION FACILITY PROTECTION**

189 Lessee shall take all steps necessary, at Lessee's sole expense, to effectively protect any adjacent State
190 property from damage incident to Lessee's use of the Premises. Lessee is liable to and shall reimburse State
191 for any damage to State's right of way fences, markers, monuments, slope easements, structures or facilities
192 resulting from or attributable to Lessee's use and occupancy of the Premises.

193 **21. PERMITS AND LICENSES**

194 Lessee shall secure all necessary permits and licenses required in connection with operations on the Premises
195 and shall comply with all federal, state, and local statutes, ordinances, and regulations that may concern, in any
196 way, Lessee's use of the Premises.

197 **22. LIABILITY; INDEMNIFICATION**

198 Lessee shall occupy and use premises at Lessee's own risk and expense and shall, to the extent permitted by
199 the Oregon Constitution and the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the State,
200 the Oregon Transportation Commission, Commission members, officers, agents, and employees, from all
201 claims, suits or actions for any damage to property or injury or death of any person arising out of or in
202 connection with Lessee's occupancy or use of the premises. State shall, in no event, be liable to Lessee for
203 any damage to property, or injury or death of any person occurring or arising from the use of premises by
204 Lessee. Lessee further agrees, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims
205 Act, to indemnify, defend, save, and hold harmless State from any and all claims, liabilities, losses, damage,
206 costs and expenses (including attorney fees at trial and on any appeal or review) arising out of use of the
207 premises by Lessee or its agents, employees, contractors, collocators or invitees, including but not limited to,

208 the costs of remediation or clean-up of any Hazardous Material used on the premises by Lessee or its agents,
209 employees, contractors or invitees, whether with or without the approval of State.

210 **23. INSURANCE**

211 Lessee is self-insured for liability and for workers compensation. Lessee shall not be required to purchase the
212 insurance described below in this Section 23 unless it is no longer self-insured. Furthermore, Section 23 will
213 have no effect unless TriMet ceases to self-insure for liability or workers compensation during the Lease Term.
214 In the event TriMet ceases to self-insure for liability or workers compensation during the Term, it shall comply
215 with the following:

216 Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this lease, Commercial General
217 Liability Insurance covering bodily injury and property damage in a form and with coverage that is satisfactory to
218 the State. This insurance shall include personal and advertising injury liability, products and completed
219 operations. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not
220 be less than \$1,000,000. Each annual aggregate limit shall not be less than \$1,000,000.

221 The liability insurance coverage required for performance of the lease shall include the State of Oregon, the
222 Department of Transportation and its divisions, officers and employees as Additional Insured but only with
223 respect to the Lessee's activities under this lease. Coverage shall be primary and non-contributory with any
224 other insurance and self-insurance.

225 As evidence of the insurance coverage required by this lease, the lessee shall furnish a Certificate of Insurance
226 to the Department of Transportation prior to the execution date of this lease. The Certificate will specify all of
227 the parties who are endorsed on the policy as Additional Insured. The Lessee shall pay for all deductibles, self-
228 insured retention and/or self-insurance included hereunder.

229 There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of
230 insurance coverage without thirty (30) days written notice from the Lessee or its insurer(s) to the Department of
231 Transportation.

232 **24. SUCCESSORS & ASSIGNS**

233 The provisions of this Lease and all its obligations and rights extend to and bind the successors and assignees
234 of Lessee and any assignee or legal successor of State.

236 **25. ENTRY ONTO PROPERTY**

237 State reserves the right to enter and occupy the Premises upon the failure of Lessee to comply with any
 238 material provision of this lease. State also reserves the right to enter the Premises:

239 (a) for purposes of inspection and to determine whether Lessee is complying with the provisions of this
 240 lease;

241 (b) to perform acts necessary or proper for the protection, preservation, maintenance, reconstruction,
 242 and operation of any adjacent State property; or

243 (c) to perform any act necessary or proper in connection with the construction or maintenance of any
 244 improvement on State property.

245 State also reserves the right to enter and take possession of the Premises in case of national or other
 246 emergency for the purpose of preventing sabotage and otherwise protecting its property. During such
 247 emergency occupation Lessee will be relieved from its obligations under this Lease.

248 **26. DEFAULT**

249 The following are events of default:

250 (a) failure of Lessee to pay any rent or other charge within 15 days after it is due; or

251 (b) failure of Lessee, and/or any collocater, to comply with any term or condition or fulfill any
 252 obligation of the Lease (other than the payment of rent or other charges) within 10 days after written notice
 253 by State specifying the nature of the default, except that if the default is of such a nature that it cannot be
 254 completely remedied within the 10 day period, Lessee will not be in default if Lessee begins correction of the
 255 default within the 10 day period and thereafter proceeds with reasonable diligence and in good faith to effect
 256 the remedy as soon as practicable.

259 **27. REMEDIES FOR DEFAULT**

260 State may terminate the Lease if a default has not been cured within the time provided (if any) for curing the
 261 default. If State terminates for default, or for any other reason, Lessee shall peaceably and quietly leave,
 262 vacate completely and surrender the Premises, including all improvements and fixtures that belong to State,
 263 by the date of termination, in a good, clean and sightly condition, excepting only reasonable use and wear,
 264 and damage by earthquake, fire, public calamity, the elements, acts of God, or other circumstances over
 265 which Lessee has no control. If the Premises are not voluntarily surrendered, State may re-enter and take
 266 possession of the Premises without notice and, without breach of the peace, and with or without legal
 267 process, may evict and dispossess Lessee from the Premises.

268 In the event of termination or retaking of possession following default, State is entitled to recover
269 immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the
270 Lease term, the following amounts as damages: (i) loss of rents from the date of default until a new lessee is
271 secured, or until the termination date of the Lease, whichever is sooner; and, (ii) reasonable costs of reentry
272 and re-letting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property,
273 or any other expense occasioned by Lessee's default including, but not limited to, any repair costs, attorney
274 fees and court costs.

275 **28. TIME**

276 Time is of the essence of every provision of this lease.

277 **29. FEDERAL HIGHWAY ADMINISTRATION (FHWA) REGULATIONS**

278 Lessee shall comply with all standards and requirements stated in Federal Highway Administration Regulations
279 ("Regulations") that may apply to the Premises or this Lease. If these Regulations conflict with any provision of
280 this Lease, the Regulations are deemed to preempt the conflicting provision. This paragraph does not,
281 however, relieve Lessee from the duty to comply with all other provisions of this Lease and any provisions of
282 this Lease that are in addition to or more stringent than the standards and requirements of the Regulations.

283 **30. CIVIL RIGHTS (NON-DISCRIMINATION)**

284 Lessee, for itself and its assigns, warrants, that (1) no person, on the grounds of race, color, or national origin,
285 will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in
286 the use of the Premises; (2) in connection with the construction of any improvements on the Premises, no
287 discrimination will be practiced in the selection of employees and contractors, by contractors in the selection
288 and retention of first-tier subcontractors, and first-tier subcontractors in the selection and retention of second-
289 tier subcontractors; and (3) Lessee shall use the Premises in compliance with all other requirements imposed
290 pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the
291 Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as these Regulations may be amended. If Lessee
292 breaches any of the above non-discrimination warranties, State may immediately terminate this lease, re-enter
293 and repossess the Premises, and obtain damages from Lessee for any loss caused to State by Lessee's
294 breach.

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298 **31. PRIOR LEASES/AGREEMENTS**

299 This Lease is intended to supersede or replace all previous agreements, written or oral, entered into by the
300 parties for the rental of the Premises.

301 **32. RELOCATION BENEFITS WAIVED**

302 If this Lease is terminated for any reason, Lessee waives all benefits that may otherwise be available under the,
303 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, or any other
304 benefits under similar acts applicable to Lessee, or to the Premises.

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306 **33. NOTICES**

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308 Notices must be sent to the following addresses:

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STATE:

Technical Leadership Center
Attn: PROPERTY MANAGEMENT / ACCESS RESEARCH
Oregon Department of Transportation
4040 Fairview Industrial Drive SE, MS#2
Salem, Oregon 97302-1142
Phone: (503) 986-3600
FAX: (503) 986-3625

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LESSEE:

TRIMET REAL PROPERTY MANAGER
1800 SW 1st AVENUE
PORTLAND, OR 97201
(503) 962-2123

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34. COMPLETE AGREEMENT

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R/W File #: 16867C-LA
R/W MAP #: 1R-1-430

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ODOT REGION APPROVAL

By [Signature]
ODOT Region Manager

Date 6/19/14

STATE:

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By _____
Rick Crager, State Right of Way Manager

Date _____

LESSEE:

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON, LESSEE

By [Signature]
Jillan Detweiler, Director of Real Property

ODOT Federal Tax I.D. _____

ATTACHMENTS:

- Exhibit A -- Premises
- Exhibit B -- List of Improvements
- Exhibit C -- Intentionally Omitted
- Exhibit D -- List of Approved Collocators

End of Lease Document

RAW File #: 15667C-LA
 RAW MAP #: 1R-1-430

ODOT REGION APPROVAL

By _____
 ODOT Region Manager

Date _____

STATE:

STATE OF OREGON, by and through its
 DEPARTMENT OF TRANSPORTATION

By DKC
 Rick Crager, State Right of Way Manager

Date 6/23/14

LESSEE:

TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON, LESSEE

By J. Detweiler
 Jillian Detweiler, Director of Real Property

ODOT Federal Tax I.D. _____

ATTACHMENTS:

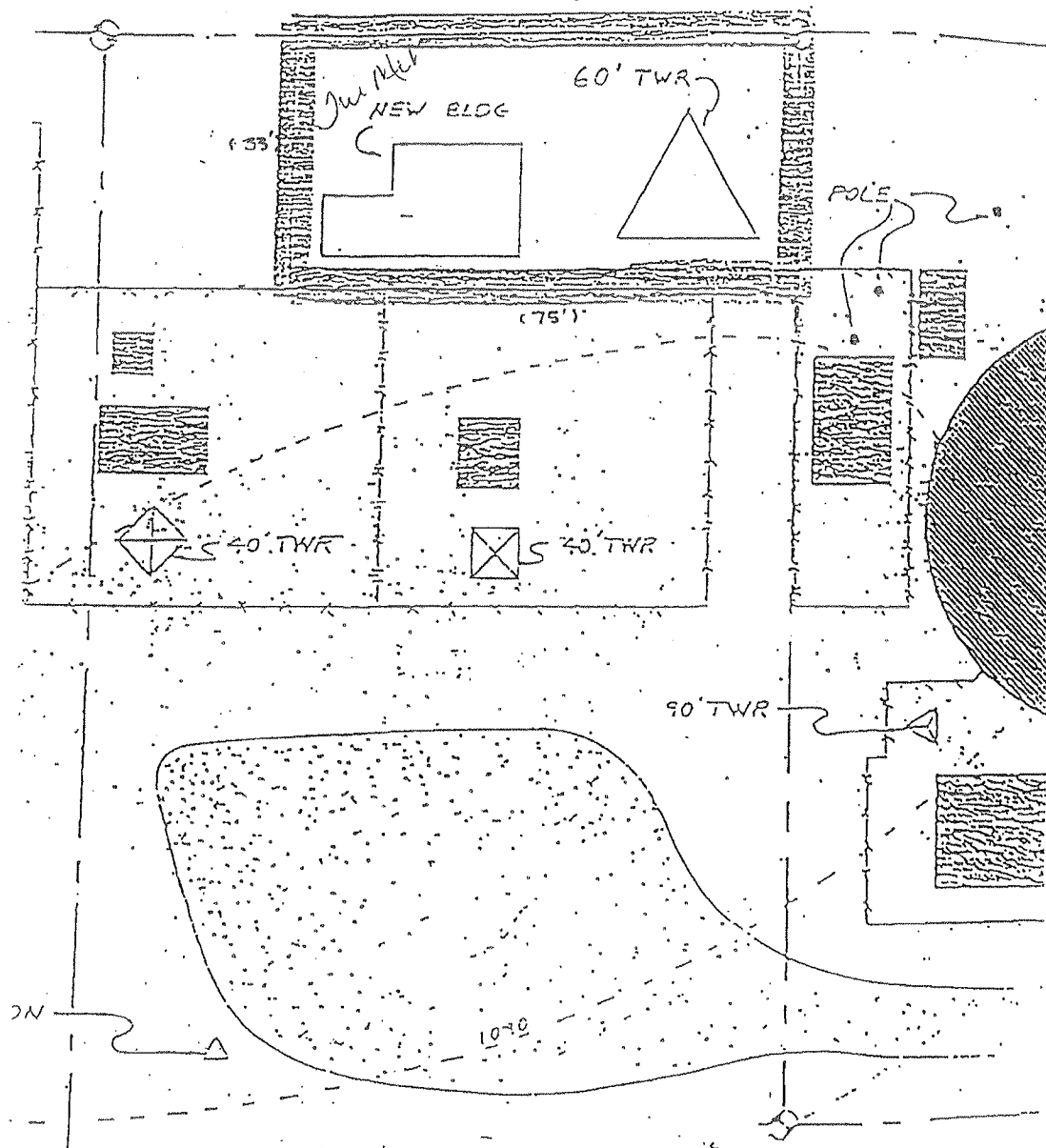
- Exhibit A --Premises
- Exhibit B -- List of Improvements
- Exhibit C -- Intentionally Omitted
- Exhibit D -- List of Approved Collocators

End of Lease Document

PREMISES

JULY 1981
1981

Exhibit A



File 15667C-LA
Mt. Scott
Tri - met lease

Exhibit B - List of Improvements on Premises

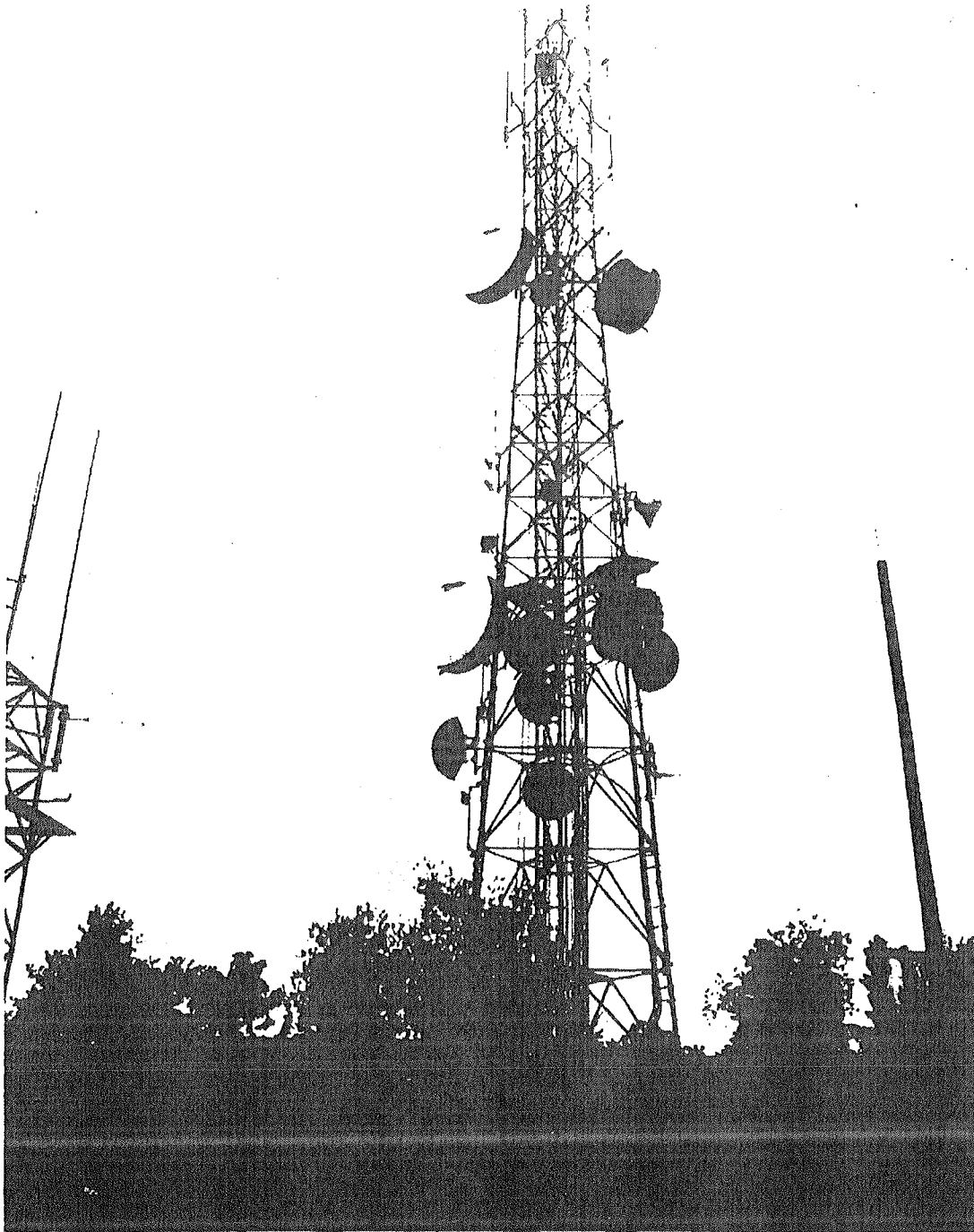
Improvements consist of a wood constructed building and a 60 ft. tower with sorted equipment on it. See attached pictures B- 1, B- 2 and B- 3.

187102

B-1



B-2 187102



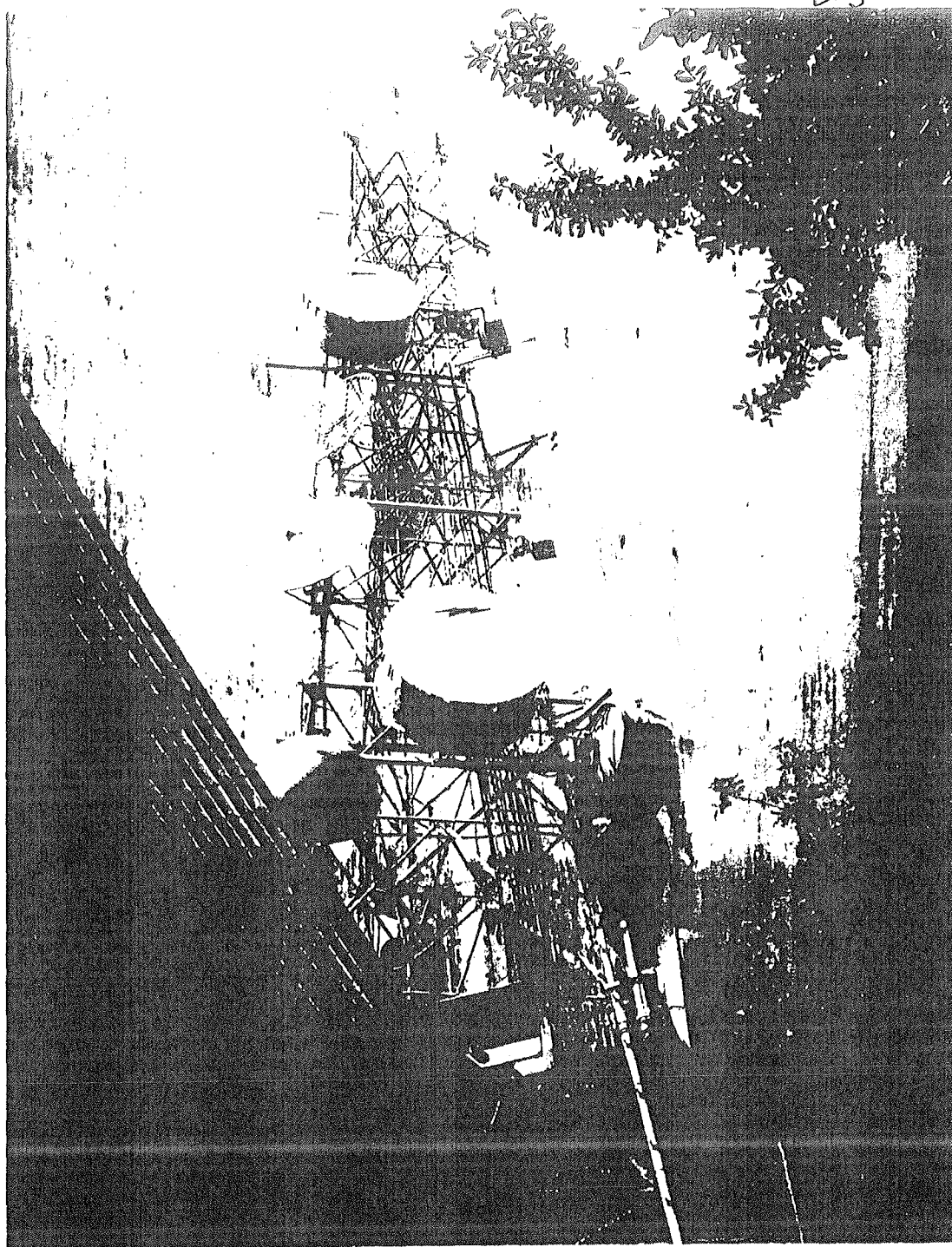


Exhibit "D"
Approved Collocators / Sublessees1. PACIFIC CORP

825 NE Multnomah Street, Suite 1700

Portland, OR 97232

Contact: Deanna Adams

Phone:

Payment Start Date: June 30, 2014Additional Rent Amount: \$ 400.42 per MONTH

Allowed Equipment: N/A

2. OHSU

3181 SW Sam Jackson Park Road

Portland OR 97239

Contact: Cecilia Hetrick

Phone: 503 494-2454

Payment Start Date: JUNE 30, 2014Additional Rent Amount: \$ 208.30 per MONTH

Allowed Equipment: N/A

3. CLACKAMAS CO

2200 Kaen Road

Oregon City, OR 97045

Contact: Mark Spross

Phone: 503 655-8882

Payment Start Date: JUNE 30, 2014Additional Rent Amount: \$ 40.00 per MONTH

Allowed Equipment: N/A

42 4. CITY OF PORTLAND - Bureau of Technology43 1120 SW 5th Ave. #1204

44 Portland, OR 97204

45 Contact: Janene Edgerton

46 Phone: 503 823-5342

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49 Payment Start Date: JUNE 30, 201450 Additional Rent Amount: \$ 293.25 per MONTH

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52 Allowed Equipment: N/A

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55 5. CITY OF PORTLAND - WATER BUREAU56 1125 SW 5th Ave. #616

57 Portland, OR 97204

58 Contact: Kirk Nibbler

59 Phone: 503 823-6057

60

61 Payment Start Date: JUNE 30, 201462 Additional Rent Amount: \$ 75.00 per MONTH

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64 Allowed Equipment: N/A

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72 Check Box below if:

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74 ☐ No Collocators or Sublessees currently in Place

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