

**OREGON DEPARTMENT OF TRANSPORTATION  
COMMUNICATION SITE LEASE**

THIS LEASE, effective as of \_\_\_\_\_, 2019 (the "Effective Date"), 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 are the parties to that certain Lease dated June 30, 2014 for the same premises as described below, as amended by that Modification of Lease dated October 12, 2018 (as so amended, the "Existing Lease"). The Existing Lease expires at midnight on June 30, 2019 instead of June 29, 2019, as erroneously stated in the Existing Lease. As of the Commencement Date (as defined below), this Lease supersedes and replaces the Existing Lease in its entirety, except for any obligations under the Existing Lease that survive the Existing Lease.

The parties agree as follows:

**1. PREMISES**

State leases to Lessee for purposes, that real property consisting of 2,500 Sq. Ft., more or less, as shown on the attached Exhibit "A" (the "Premises"), and further described as follows:

**A parcel of land lying in the Northwest (NW ¼) of Section 27, Township 1 South, Range 2 East, W.M., City of Happy, 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.**

26 **2. IMPROVEMENTS**

27 The improvements identified in the attached Exhibit "B" are included in this Lease and Lessee may remove  
28 these improvements upon termination or expiration of this Lease. No other improvements may be placed in  
29 or on the Premises, and Lessee shall make no alterations to existing improvements on the Premises without  
30 the prior written consent of State. All improvements made must be done at the sole expense of Lessee. All  
31 permanent improvements made by Lessee on the Premises (except those improvements identified in  
32 Exhibit "B"), become the property of State upon installation.

33 **3. TERM**

34 The term of the Lease for the Premises shall be for a period of five (5) years, beginning July 1, 2019 (the  
35 "Commencement Date") through June 30, 2024, unless otherwise terminated earlier.

36 **4. BASE RENT**

37 The yearly rental fee shall be as listed below. Lessee shall pay the yearly rent in advance by the first of  
38 each anniversary of the Commencement Date, until this Lease expires, payment to be sent to: Oregon  
39 Department of Transportation, Attn: Property Management, 4040 Fairview Industrial Drive SE, MS#2,  
40 Salem, OR, 97302-1142. Below are the yearly rent amounts for this Lease:

Period	Yearly Amount*
1	\$54,191
2	\$55,817
3	\$57,491
4	\$59,216
5	\$60,992

41 \* Rent amounts do not include property taxes

42 Note: The above amounts are based on a 3% increase each year. In the event the above amounts are not  
43 consistent with such percentage increase, the above amounts shall take precedence over the stated  
44 percentage and the rent amount shall be deemed to be the amounts listed above.

45 In addition to the amounts set forth above, Lessee shall pay State monthly rent for colicators, as set forth in  
46 Section 6 below.

47 **5. ASSIGNMENT, SUBLEASE, OR COLOCATION**

48 Except as specifically set forth in Section 6 below, Lessee shall not assign this Lease, sublet the Premises  
49 or allow colocation on the Premises without prior written consent of State. State reserves the right to deny  
50 the request. Lessee shall request State's consent to allow an assignment of the Lease, a sublease or a  
51 colocation of the Premises in writing. Each request for consent shall be accompanied by an administrative  
52 fee of \$500.

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

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

56 State does hereby consent to the Colocation Agreements listed on attached Exhibit "D." In consideration of  
57 such consent, on the first of each month, Lessee shall pay to State as additional rent the amount(s) set forth  
58 in Exhibit "D," and as summarized here:

<b>Colocator:</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
City of Portland: BBS	\$ 213.00	\$ 219.00	\$ 226.00	\$ 233.00	\$ 240.00
City of Portland: Water Bureau	\$ 218.00	\$ 225.00	\$ 231.00	\$ 238.00	\$ 245.00
PacifiCorp	\$ 361.00	\$ 372.00	\$ 383.00	\$ 394.00	\$ 406.00
OHSU	\$ 321.00	\$ 331.00	\$ 341.00	\$ 351.00	\$ 361.00
<b>TOTALS:</b>	<b>\$1,113.00</b>	<b>\$1,147.00</b>	<b>\$1,181.00</b>	<b>\$1,216.00</b>	<b>\$1,252.00</b>

59  
60 Additional rent will be prorated for partial rent periods at the start of a new colocation. Lessee's additional  
61 rent obligation shall continue until modified in writing by State and Lessee. Lessee shall not be entitled to a  
62 proration or refund for a partial rent period resulting from of the expiration or termination of a Colocation  
63 Agreement. Colocation Agreements entered into by Lessee are subject to and subordinate to the terms of  
64 the Lease and must terminate on or before the date that the Lease is terminated, either by its terms or by  
65 action of the parties. The consent granted herein is consent only to the act of collocating; it is not a consent,  
66 agreement, or approval of or to any of the terms and provisions of the Colocation Agreement nor is it a  
67 representation by State that any warranties made in connection with or as a part of the Colocation  
68 Agreement are accurate. Said consent is not a waiver of any default by Lessee or of any right of State.  
69 Regardless of the terms and provisions of the Colocation Agreement, State shall continue to be entitled to

70 full performance of all of the terms of the Lease, even if the Colocation Agreement may specify different or  
71 lesser performance than does the Lease. Consent to colocation by State is not consent to any future  
72 assignment, sublease, or colocation and is not a waiver of the requirement to seek and to obtain consent for  
73 the same. Nothing herein shall be deemed a waiver or a release of any obligation or liability of Lessee  
74 under the Lease. Lessee shall remain fully liable and responsible under the Lease. No consent,  
75 amendment or indulgence attributable to State with respect to the Lease or Colocation Agreement shall  
76 release Lessee from any such liability or obligation. Lessee may request consent to enter into additional  
77 Colocation Agreements in accordance with Section 5.

## 78 **7. RENEWAL**

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

## 88 **8. TERMINATION**

89 State may terminate this Lease as to all or part of the Premises when necessary for public purposes, or  
90 when State determines that it is in the public's best interest, by giving a 180-day written notice to Lessee of  
91 State's intent to terminate. If State gives notice of termination, Lessee hereby waives all rights to make a  
92 claim for any losses or damages suffered as a result of termination. Lessee may request termination prior  
93 to Lease expiration by submitting a written request to State and making a termination payment in the form of  
94 a cashier's check or money order equal to the greater of one fourth (1/4) of the annual rent (base rent and  
95 additional rent) or \$1,500. Upon early termination, Lessee remains liable per Section 16 for all taxes for the

96 tax year in which the Lease is terminated. Depending on the termination date, this could be tax for the full  
97 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  
102 this 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  
105 of a subsequent similar breach nor of State's right to demand strict performance by Lessee of any provision  
106 of the Lease. No waiver, consent, amendment, modification or change to any provision of the Lease, or  
107 waiver of any of its terms, is effective unless it is in writing and signed by both Lessee and State. Any  
108 waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific  
109 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  
113 term of this Lease which proves to be invalid, void or illegal is not intended to affect, impair or invalidate any  
114 other 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 purposes. A breach of this covenant is a default and may result in  
117 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: (i) the presence of which requires investigation or remediation  
127 under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or (ii)  
128 which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant  
129 under any federal, state or local statute, regulation, rule or ordinance or amendment including, without  
130 limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601 et  
131 seq.) and the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or (iii) which is toxic,  
132 explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous  
133 and is or becomes regulated by any governmental authority, agency, department, commission, board, or  
134 instrumentality of the United States, the State of Oregon, or any political subdivision of them.

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

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

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

150 **14. INGRESS & EGRESS**

151 Access to the Premises by Lessee, its employees, agents and contractors, and by the Colocators, will be in  
152 accordance with the "Reciprocal Easement" recorded on June 22, 2006, as Document NO. 2006-057118 in  
153 the records of Clackamas County, Oregon, which grants which grants to State and its guests, invitees and  
154 licensees a non-exclusive easement to use the existing road located on property owned by a third party for  
155 ingress and egress to the Premises. That existing road is shown on Exhibit "C" as "Existing Roadway." State  
156 at its sole discretion may change or modify Lessee's access to the Premises, or amend the Reciprocal  
157 Easement in order to clarify Lessee's access to the Premises from SE Ridgeway Drive, but will not  
158 intentionally hinder Lessee's access to the Premises. All ingress and egress is subject to administrative and  
159 statutory requirements, including but not limited to ORS chapter 374 et seq. Access to the Premises via city  
160 or county roads is under local city or county jurisdiction.

161 **15. OCCUPANCY**

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

167 **AMERICANS WITH DISABILITIES ACT COMPLIANCE**

- 168 a) Any reference in this Section 15 to "ODOT" means State. When Lessee performs work on any  
169 facility or part of a facility located on the Premises, including but not limited to sidewalks, curb  
170 ramps, shared use paths, transit stops, park-and-rides, on-street parking, or pedestrian-activated  
171 signals ("Facility") and that work results in construction or an alteration that affects the  
172 accessibility of the Facility, Lessee shall:
- 173 i. Utilize ODOT standards to assess and ensure compliance with Section 504 of the  
174 Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the  
175 ADA Amendments Act of 2008 (together, "ADA"), including ensuring that all sidewalks, curb

- 176 ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual  
177 standards;
- 178 ii. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks,  
179 curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design  
180 Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction  
181 Specifications, providing a temporary pedestrian accessible route plan and current ODOT  
182 Curb Ramp Inspection form;
- 183 iii. At work completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the  
184 address on the form as well as to State's Project Manager for each curb ramp constructed,  
185 modified, upgraded, or improved. The completed form is the documentation required to show  
186 that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb  
187 Ramp Inspection Form and instructions are available at the following address:  
188 <http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>; and
- 189 iv. Promptly notify ODOT of work completion and allow ODOT to inspect the Facility prior to  
190 acceptance of work by Lessee and prior to release of any contractor retained by Lessee.
- 191 b) Lessee shall ensure that temporary pedestrian routes are provided through or around any work  
192 zone on the Premises. Any such temporary pedestrian route shall include directional and  
193 informational signs, comply with ODOT standards, and include accessibility features equal to or  
194 better than the features present in the existing pedestrian Facility. To the greatest extent  
195 possible, Lessee shall also ensure that advance notice of any temporary pedestrian route is  
196 provided in accessible format to the public, people with disabilities, and disability organizations at  
197 least 10 days prior to the start of construction.
- 198 c) Lessee shall ensure that any Facility or portion of a Facility on the Premises and under Lessee's  
199 maintenance jurisdiction is maintained in compliance with the ADA so long as Lessee occupies  
200 the Premises. This includes, but is not limited to, Lessee ensuring that:
- 201 i. Pedestrian access is maintained as required by the ADA,  
202 ii. Any complaints received by Lessee identifying safety or access issues related to any Facility  
203 are promptly evaluated and addressed,



- 204           iii. Any repairs or removal of obstructions needed to maintain any Facility are made in  
205           compliance with the ADA requirements that were in effect at the time such Facility was  
206           constructed on the Premises,  
207           iv. Any future alteration work to a Facility during Lessee's occupation of the Premises complies  
208           with the ADA requirements in effect at the time the future alteration work is performed, and all  
209           work performed on the Premises is subject to the terms of this Agreement. Nothing in this  
210           Section shall be construed to grant Lessee permission to place improvements or alterations  
211           on the Premises without the prior written consent of State.

212 **16. TAXES & ASSESSMENTS**

213 Lessee shall be responsible for all taxes and assessments, if any, on all real and personal property located  
214 on or attached to the Premises, regardless of ownership. State shall pay all real property taxes for the  
215 Premises, for which, Lessee shall reimburse State within 30 days of billing for said taxes by State. If Lease  
216 expires or is terminated by either party after June 30, of any year, Lessee shall be responsible for all taxes  
217 and assessments imposed on the Premises for that tax year, regardless of when tax is imposed.  
218 Notwithstanding the previous sentence, Lessee shall be entitled to a pro-ration of taxes if State has  
219 terminated this Lease pursuant to the first sentence of Section 8.

220 **17. UTILITIES**

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

223 **18. ADVERTISING SIGNS**

224 Lessee shall erect no advertising signs, displays or devices on the Premises except signs advertising  
225 Lessee's on-Premises business. Any on-Premise signs and informational notices are subject to State's  
226 approval and must indicate no more than the type of activity being conducted on the Premises. No signs  
227 are allowed on areas within State's recognized right of way nor under or over any State structure. All signs  
228 must comply with local sign ordinances.

229 **19. PROPERTY MAINTENANCE**

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

236 **20. TRANSPORTATION FACILITY PROTECTION**

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

241 **21. PERMITS AND LICENSES**

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

245 **22. LIABILITY; INDEMNIFICATION**

246 Lessee shall occupy and use the Premises at Lessee's own risk and expense, and shall to the extent  
247 permitted by the Oregon Constitution and the Oregon Tort Claims Act, save and hold harmless State, its  
248 Transportation Commission, Commission members, officers, agents, and employees, from all claims, suits  
249 or actions for any damage to property or injury or death of any person arising out of or in connection with  
250 Lessee's occupancy or use of the Premises. State shall, in no event, be liable to Lessee for any damage to  
251 property, or injury to or death of any person occurring or arising from the use of the Premises by Lessee.  
252 Lessee further agrees, to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act,  
253 to indemnify and hold harmless State from any and all claims, liabilities, losses, damage, costs and  
254 expenses (including attorney fees at trial and on any appeal or review) arising out of use of the Premises by  
255 Lessee or its agents, employees, contractors, colocators or invitees, including but not limited to the costs of

256 remediation or clean-up of any Hazardous Material used on the Premises by Lessee or its agents,  
257 employees, contractors or invitees, whether with or without the approval of State.

258 **23. INSURANCE**

259 Lessee is self-insured for liability and for workers compensation. Lessee shall not be required to purchase  
260 the insurance described below in this section 23 unless it is no longer self-insured. Furthermore, Section 23  
261 will have no effect unless Lessee ceases to self-insure for liability or workers compensation during the  
262 Lease Term. In the event Lessee ceases to self-insure for liability or workers compensation during the  
263 Term, it shall comply with the following:

264 Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this Lease, Commercial  
265 General Liability Insurance covering bodily injury and property damage in a form and with coverage that is  
266 satisfactory to State. This insurance shall include personal and advertising injury liability, products and  
267 completed operations. Coverage shall be written on an occurrence basis. Combined single limit per  
268 occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than  
269 \$1,000,000. The liability insurance coverage required for performance of the Lease shall include the State of  
270 Oregon, the Department of Transportation and its divisions, officers and employees as Additional Insured  
271 but only with respect to Lessee's activities under this Lease. Coverage shall be primary and non-  
272 contributory with any other insurance and self-insurance. As evidence of the insurance coverage required  
273 by this Lease, Lessee shall furnish a Certificate of Insurance to the Department of Transportation prior to the  
274 Effective Date. The Certificate will specify all of the parties who are endorsed on the policy as Additional  
275 Insured. Lessee shall pay for all deductibles, self-insured retention and/or self-insurance included  
276 hereunder. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-  
277 renewal of insurance coverage without thirty (30) days written notice from Lessee or its insurer(s) to the  
278 Department of Transportation.

279 **24. SUCCESSORS & ASSIGNS**

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

282 **25. ENTRY ONTO PROPERTY**

283 State reserves the right to enter and occupy the Premises upon the failure of Lessee to comply with any  
284 provision of this Lease. State also reserves the right to enter the Premises:

- 285 a) for purposes of inspection and to determine whether Lessee is complying with the provisions of this  
286 Lease;
- 287 b) to perform acts necessary or proper for the protection, preservation, maintenance, reconstruction,  
288 and operation of any adjacent State property; or
- 289 c) to perform any act necessary or proper in connection with the construction or maintenance of any  
290 improvement on State property.

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

294 **26. DEFAULT**

295 The following are events of default: (i) failure of Lessee to pay any rent or other charge within 15 days  
296 after it is due; or (ii) failure of Lessee, and/or any collocator, to comply with any term or condition or fulfill  
297 any obligation of the Lease (other than the payment of rent or other charges) within 10 days after written  
298 notice by State specifying the nature of the default, except that if the default is of such a nature that it  
299 cannot be completely remedied within the 10 day period, Lessee will not be in default if Lessee begins  
300 correction of the default within the 10 day period and thereafter proceeds with reasonable diligence and in  
301 good faith to effect the remedy as soon as practicable.

302 **27. REMEDIES FOR DEFAULT**

303 State may terminate the Lease if a default has not been cured within the time provided (if any) for curing  
304 the default. If State terminates for default, or for any other reason, Lessee shall peaceably and quietly  
305 leave, vacate completely and surrender the Premises, including all improvements and fixtures that belong  
306 to State, by the date of termination, in a good, clean and sightly condition, excepting only reasonable use  
307 and wear, and damage by earthquake, fire, public calamity, the elements, acts of God, or other  
308 circumstances over which Lessee has no control. If the Premises are not voluntarily surrendered, State

309 may re-enter and take possession of the Premises without notice and, without breach of the peace, and  
310 with or without legal process, may evict and dispossess Lessee from the Premises. In the event of  
311 termination or retaking of possession following default, State is entitled to recover immediately, without  
312 waiting until the due date of any future rent or until the date fixed for expiration of the Lease term, the  
313 following amounts as damages: (i) loss of rents from the date of default until a new lessee is secured, or  
314 until the termination date of the Lease, whichever is sooner; and, (ii) reasonable costs of reentry and re-  
315 letting including without limitation the cost of any cleanup, refurbishing, removal of Lessee's property, or  
316 any other expense occasioned by Lessee's default including, but not limited to, any repair costs, attorney  
317 fees and court costs.

318 **28. TIME**

319 Time is of the essence of every provision of this Lease.

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

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

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

328 Lessee, for itself and its assigns, warrants, that (1) no person, on the grounds of race, color, or national  
329 origin, will be excluded from participation in, be denied the benefits of, or be otherwise subjected to  
330 discrimination in the use of the Premises; (2) in connection with the construction of any improvements on  
331 the Premises, no discrimination will be practiced in the selection of employees and contractors, by  
332 contractors in the selection and retention of first-tier subcontractors, and first-tier subcontractors in the  
333 selection and retention of second-tier subcontractors; and (3) Lessee shall use the Premises in compliance  
334 with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and  
335 Foreign Trade, Subtitle A, Office of the Secretary of Commerce, Part 8 (15 C.F.R., Part 8), and as these

336 Regulations may be amended. If Lessee breaches any of the above non-discrimination warranties, State  
337 may immediately terminate this Lease, re-enter and repossess the Premises, and obtain damages from  
338 Lessee for any loss caused to State by Lessee's breach.

339 **31. PRIOR LEASES/AGREEMENTS**

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

342 **32. RELOCATION BENEFITS WAIVED**

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

346 **33. NOTICES**

347 Notices must be sent to the following addresses:

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

**LESSEE:** Tri-County Metropolitan Transportation District of Oregon  
1800 SW First Ave.  
Portland, Oregon 97201  
Phone: (503) 962-2204

348 **34. COMPLETE AGREEMENT**

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

357

358 **35. EXHIBITS**

359 Exhibit A – Map of the Premises (1 page)

360 Exhibit B – List of Improvements (5 pages)

361 Exhibit C – Ingress and Egress (1 page)

362 Exhibit D – List of Approved Colocators (3 pages)

363

364

365

*[remainder of page intentionally left blank]*

366

367

368 **36. APPROVALS**

**State: The State of Oregon, by and through its Department of Transportation**

ODOT Region

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Right of Way Manager

By: \_\_\_\_\_  
Name: Scott Claus  
Title: Right of Way Manager

Date: \_\_\_\_\_

Oregon Department of Justice – approved for legal sufficiency

By: \_\_\_\_\_  
Name: Shelby E. Robinson  
Title: Senior Assistant Attorney General

Date: \_\_\_\_\_

**Lessee: Tri-County Metropolitan Transportation District of Oregon**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

369

370 ODOT Federal Tax I.D.: 93-1111585

371

372 #9629456v2

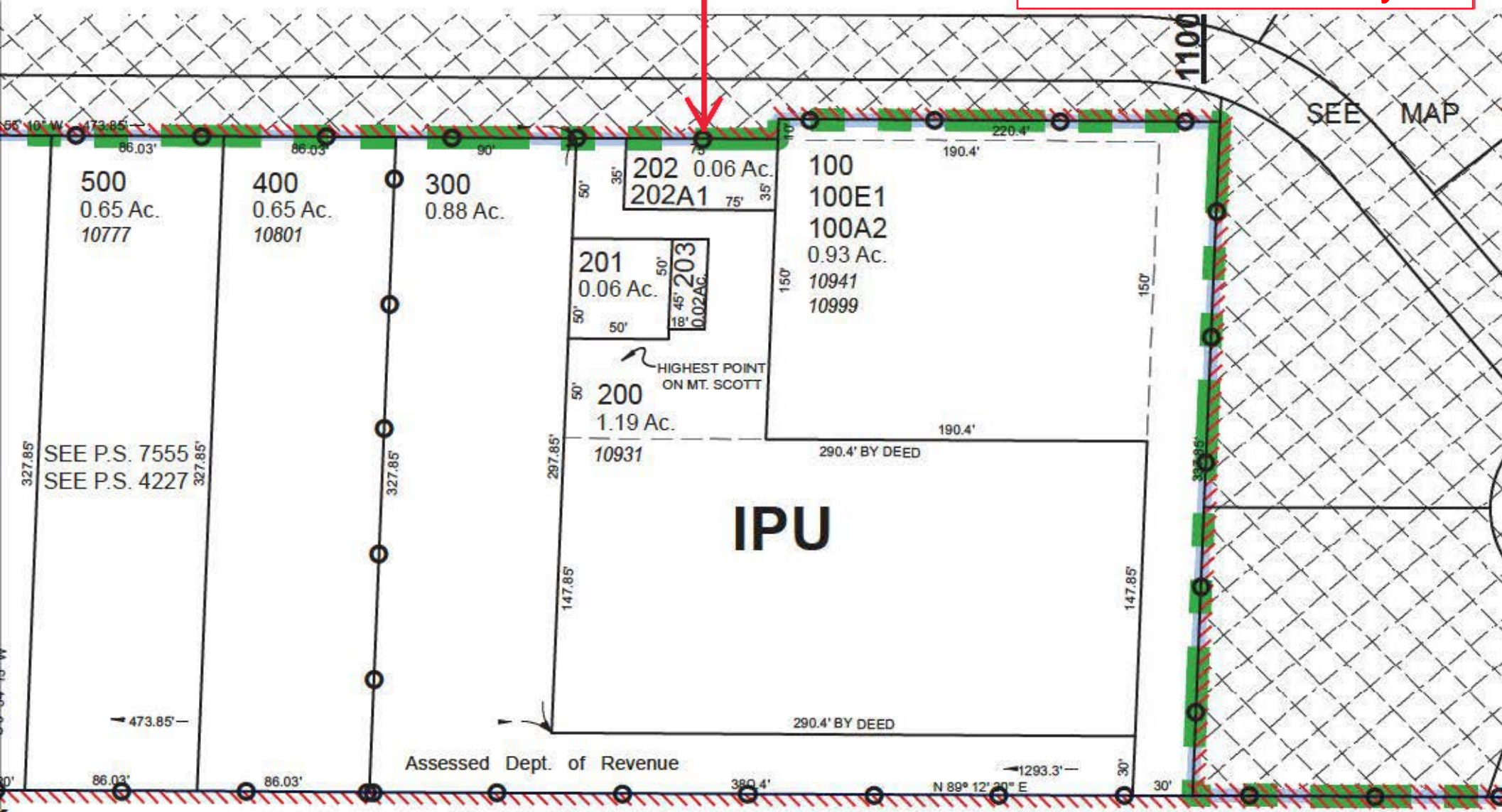
373

End of Lease Document



**EXHIBIT 'A'**  
Tax Map: 1 2 E 27CA  
Clackamas County

**PREMISES**



File: PM303A-004 / 15667C

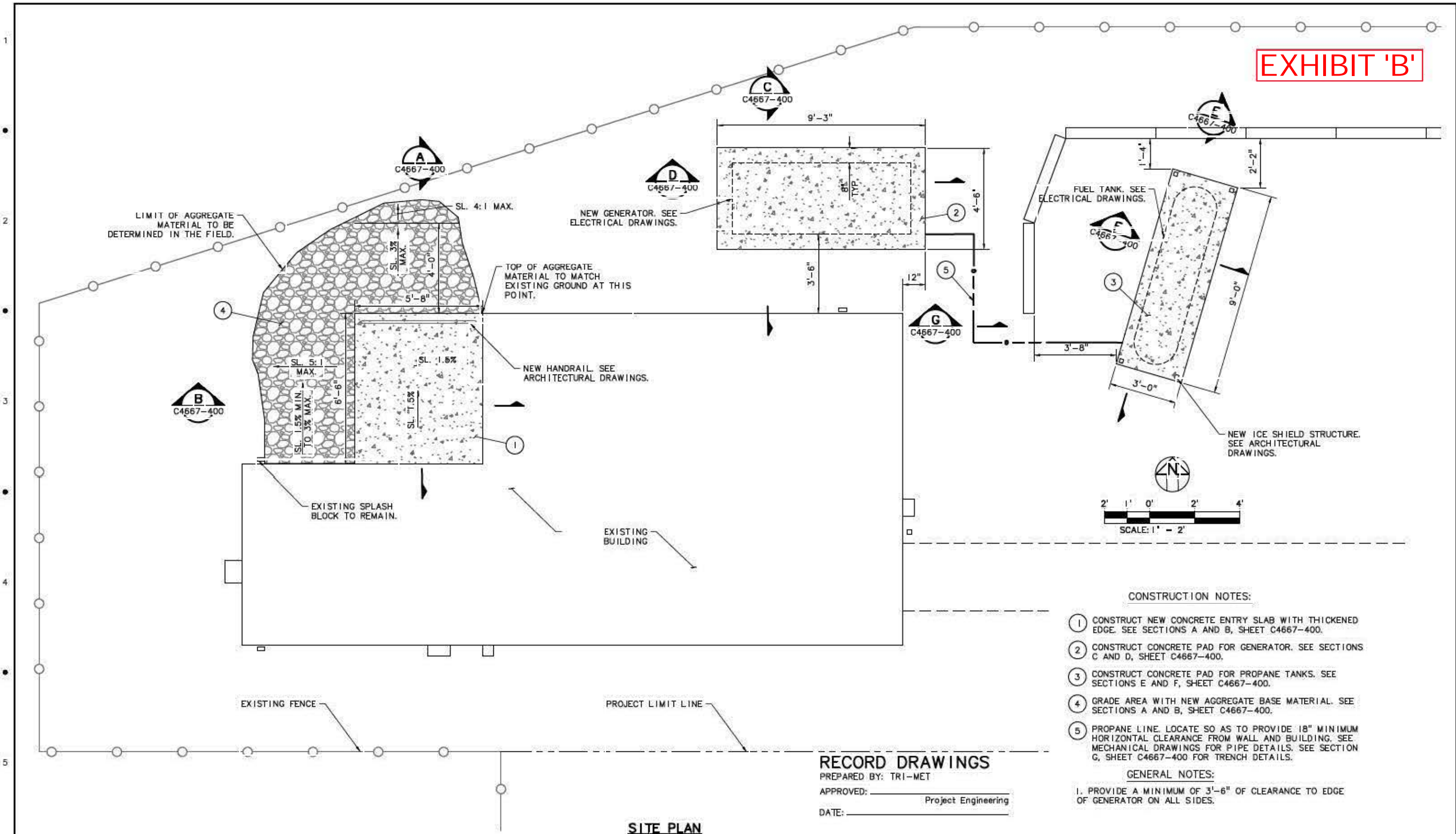
Mt. Scott

TriMet Lease

## **Exhibit B – List of Improvements on Premises**

Improvements consist of a wood constructed building and a 60 ft. tower with assorted communications equipment on it, fuel tank, and generator. See additional drawings and pictures also included in 'Exhibit B'.

**EXHIBIT 'B'**



- CONSTRUCTION NOTES:**
1. CONSTRUCT NEW CONCRETE ENTRY SLAB WITH THICKENED EDGE. SEE SECTIONS A AND B, SHEET C4667-400.
  2. CONSTRUCT CONCRETE PAD FOR GENERATOR. SEE SECTIONS C AND D, SHEET C4667-400.
  3. CONSTRUCT CONCRETE PAD FOR PROPANE TANKS. SEE SECTIONS E AND F, SHEET C4667-400.
  4. GRADE AREA WITH NEW AGGREGATE BASE MATERIAL. SEE SECTIONS A AND B, SHEET C4667-400.
  5. PROPANE LINE. LOCATE SO AS TO PROVIDE 18" MINIMUM HORIZONTAL CLEARANCE FROM WALL AND BUILDING. SEE MECHANICAL DRAWINGS FOR PIPE DETAILS. SEE SECTION G, SHEET C4667-400 FOR TRENCH DETAILS.
- GENERAL NOTES:**
1. PROVIDE A MINIMUM OF 3'-6" OF CLEARANCE TO EDGE OF GENERATOR ON ALL SIDES.

**RECORD DRAWINGS**  
 PREPARED BY: TRI-MET  
 APPROVED: \_\_\_\_\_ Project Engineering  
 DATE: \_\_\_\_\_

**SITE PLAN**

<b>NOTE:</b> THESE RECORD DRAWINGS REPRESENT THE BEST KNOWN INFORMATION ABOUT CONSTRUCTED FACILITIES. LOCATIONS SHOWN ARE NOT WARRANTED. UNDERGROUND UTILITIES MUST BE FIELD VERIFIED FOR ACTUAL LOCATION.				
BWR DESIGNED	05-25-16	DATE		
BWR DRAWN	05-25-16	DATE		
MKM CHECKED	08-09-16	DATE		
BWR APPROVED	08-12-16	DATE		
<b>RECORD DRAWING</b>				
NO.	DATE	BY	APPD.	REVISIONS

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

**PIVOT** **PARSONS BRINCKERHOFF** **TRI MET**

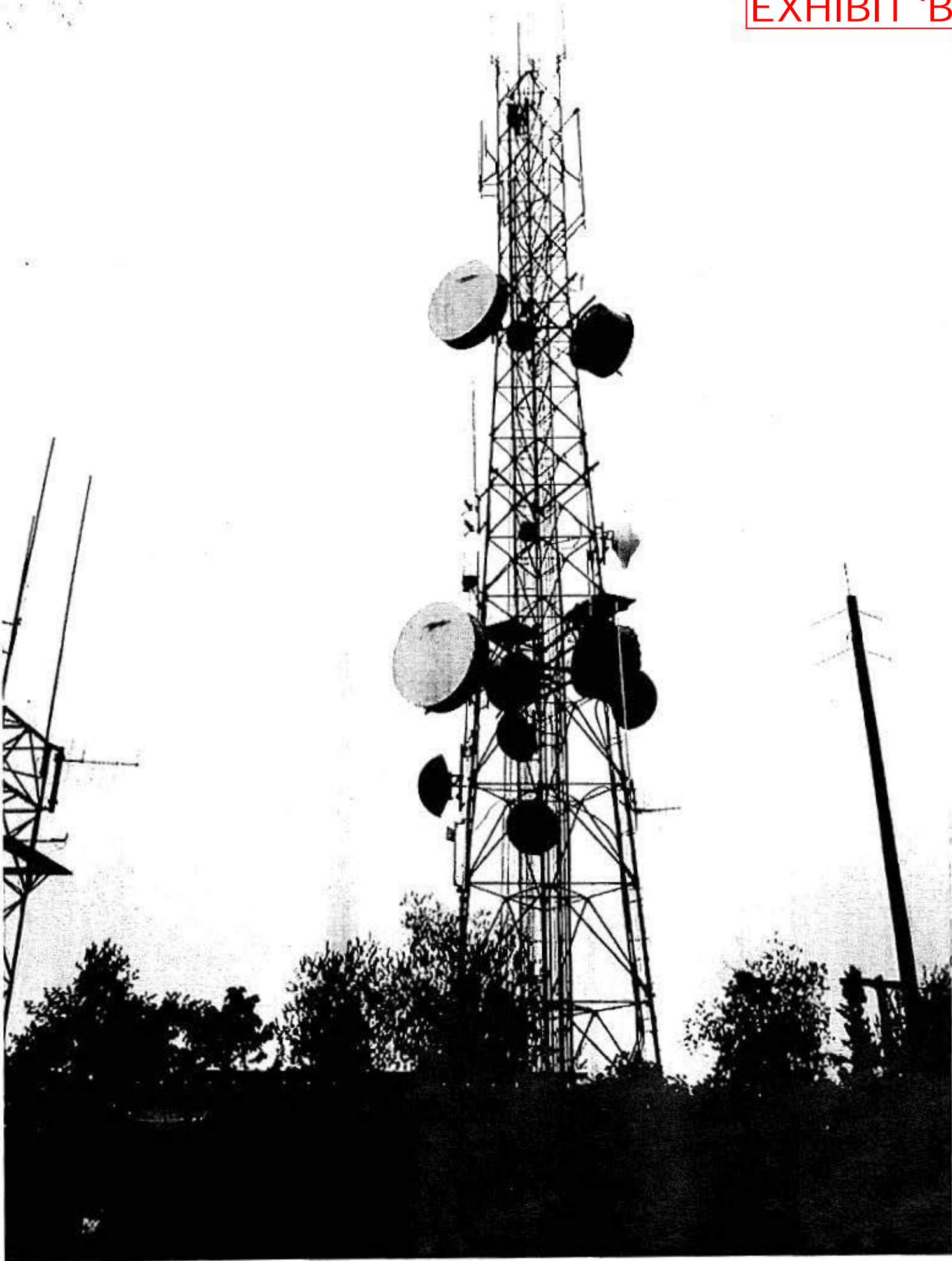
CAPITAL PROJECTS AND CONSTRUCTION DIVISION  
 1800 SW FIRST AVE., SUITE 300  
 PORTLAND, OREGON 97201

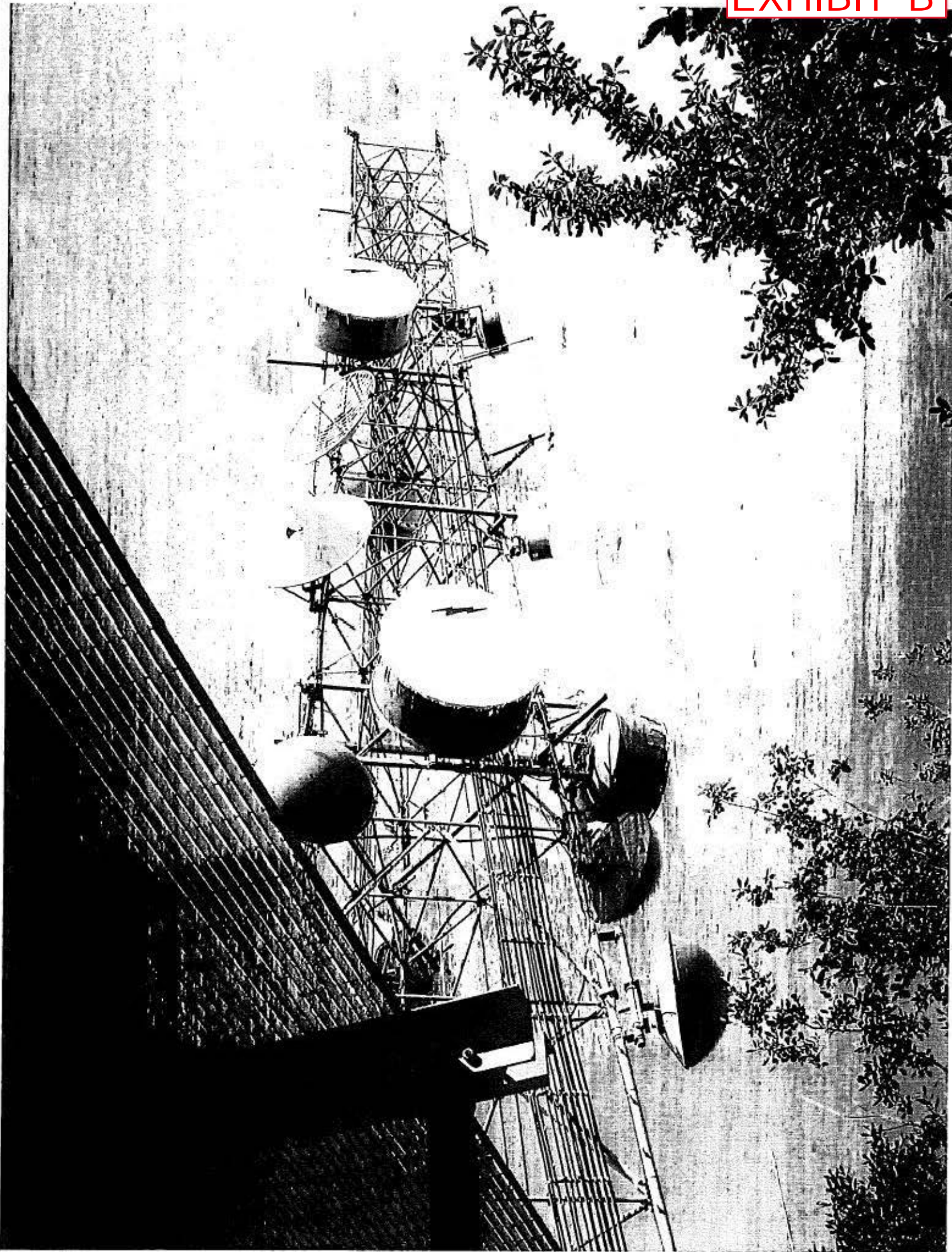
SUBMITTED: \_\_\_\_\_ DATE: \_\_\_\_\_ APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

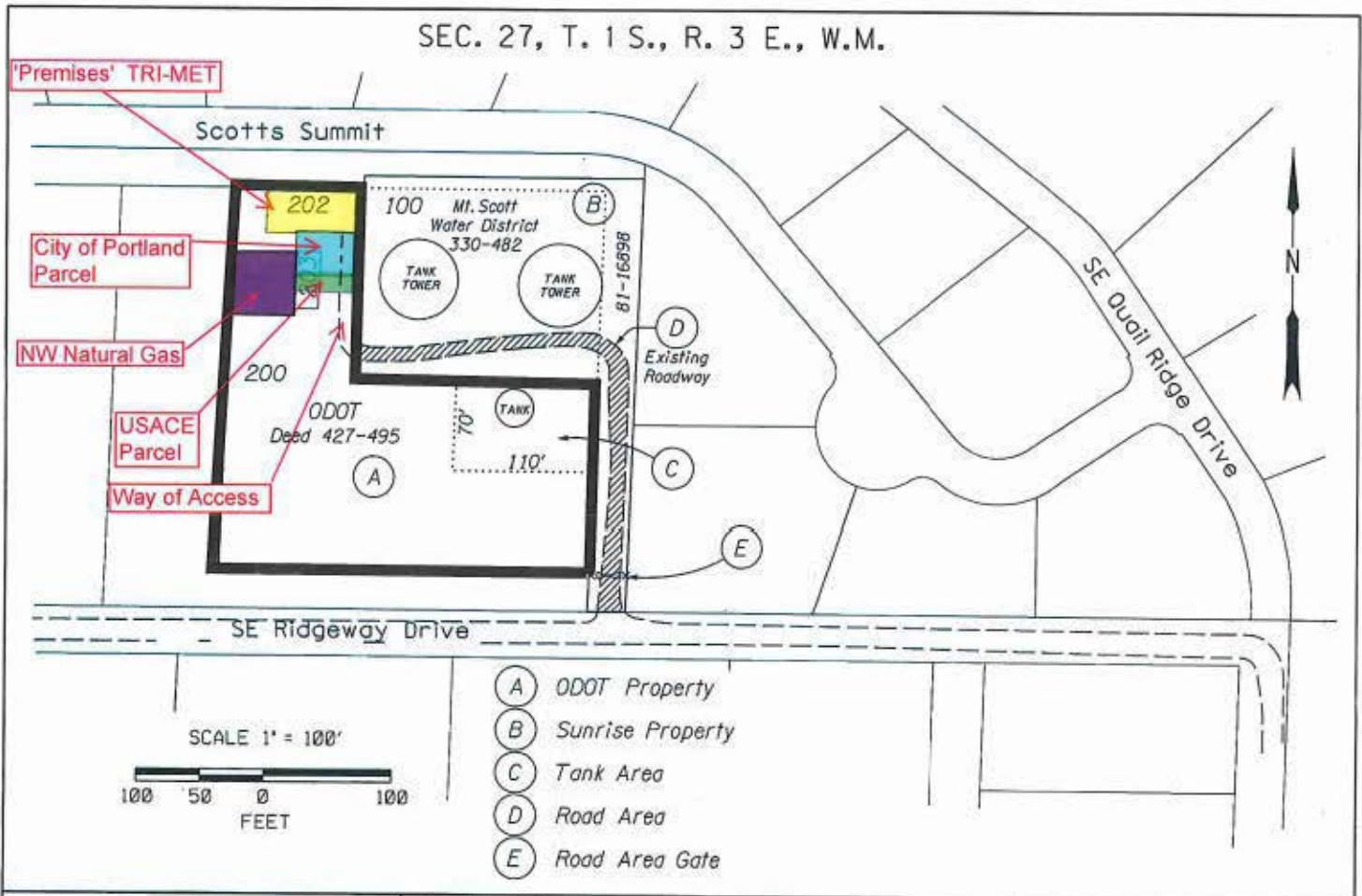
<b>TRIMET MT SCOTT CIVIL SITE PLAN</b>	
SCALE: AS NOTED	DRAWING NO.: C4667-102
CONTRACT NO.: BC170043JB	SHEET NO.:


L:\CPC\Winosol\Cad Archive\4667 MT SCOTT\Record Drawing\C4667-102.dwg, 5/15/2019 6:48:40 AM, mtondeq









 <p>OREGON DEPARTMENT OF TRANSPORTATION RIGHT OF WAY ENGINEERING SKETCH MAP</p>	Section	Mt. Scott Radio Site	Scale	1" = 100'
	County	Clackamas	Date	March, 2015
	Purpose	Exhibit "A"	File	15667A
				See Drawing 1R-1-430

## Exhibit 'D'

### Approved Colocators

1) **City of Portland**

Property Management

1120 SW 5<sup>th</sup> Avenue, Room 1204

Portland, OR 97232

Phone: 503.823.6018

Payment Start Date: July 1, 2019

Period	Monthly Amount
1	\$213
2	\$219
3	\$226
4	\$233
5	\$240



**2) City of Portland**

The Water Bureau

Attn: Property Management

400 SW 6<sup>th</sup> Ave.

Portland, OR 97204

Phone: 503.823.7550

Payment Start Date: July 1, 2019

Period	Monthly Amount
1	\$218
2	\$225
3	\$231
4	\$238
5	\$245

**3) PacifiCorp Real Estate Management**

Manager Real Estate

825 NE Multnomah Street, #1700

Portland, OR 97232

Phone: 503.813.6658

Payment Start Date: July 1, 2019

Period	Monthly Amount
1	\$361
2	\$372
3	\$383
4	\$394
5	\$406

**4) Oregon Health and Science University**

Attn: Campus Planning & Real Estate, Mail Code PP22E

3181 SW Sam Jackson Park Road

Portland, OR 97239-3098

Email: cpdre@ohsu.edu

Phone: 503.494.2454

Fax: 503.494.1073

Payment Start Date: July 1, 2019

Period	Monthly Amount
1	\$321
2	\$331
3	\$341
4	\$351
5	\$361

Note: The above amounts are based on a 3% increase each year. In the event the above amounts are not consistent with such percentage increase, the above amounts shall take precedence over the stated percentage and the rent amount shall be deemed to be the amounts listed above.