

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 95-2093
A RENEWABLE FIVE YEAR LEASE)
AGREEMENT OF PROPERTY WITH)
THE BIRDS OF PREY RESCUE)
NORTHWEST, INC. AT HOWELL) Introduced by Mike Burton,
TERRITORIAL PARK.) Executive Officer

WHEREAS, Birds of Prey Rescue Northwest, Inc., a non-profit organization, has approached the Regional Parks and Greenspaces Department to negotiate a renewable five year lease for a birds of prey rehabilitation center at Howell Territorial Park; and

WHEREAS, The purpose of the rehabilitation center is determined to be a worthwhile program by Metro and that any assistance to the program that does not include financial support is appropriate; and

WHEREAS, Either party may terminate this Lease for convenience by giving the other party six (6) months written notice of its intent to terminate.

WHEREAS, A similar lease agreement is currently in place with the Oregon Historical Society for the use of part of the facility and are supportive of the proposed Lease Agreement with Birds of Prey Rescue Northwest, Inc.

WHEREAS, A one million dollar (\$1,000,000) comprehensive general liability insurance policy is to be maintained by Birds of Prey Rescue Northwest, Inc., at their expense, on their organization while operating the rehabilitation center at Howell Territorial Park.

WHEREAS, All alterations or improvements needed on the leased property to make it suitable as a rehabilitation center will be the responsibility of Birds of Prey Rescue Northwest, Inc. along with a surety bond to protect Metro from costs associated with any type of liens or lease defaults; and

WHEREAS, All rehabilitated birds will be released within their native habitat as close as possible to the original pick up site, and

WHEREAS, Negotiations for a renewable five year lease have been concluded and the Lease Agreement is attached; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby authorizes the Executive Officer to execute a renewable five year lease agreement with Birds of Prey Rescue Northwest, Inc. for a birds of prey rehabilitation center at Howell Territorial Park, attached as Exhibit A.

ADOPTED by the Metro Council this 16 day of Feb., 1995.



J. Ruth McFarland, Presiding Officer

REGIONAL PARKS AND GREENSPACES STAFF REPORT

RESOLUTION NO. 95-2093 FOR THE PURPOSE OF AUTHORIZING A RENEWABLE FIVE YEAR LEASE AGREEMENT OF PROPERTY WITH THE BIRDS OF PREY RESCUE NORTHWEST, INC. AT HOWELL TERRITORIAL PARK.

Date: February 16, 1995

Presented by:
Charles Ciecko, Director
Regional Parks and Greenspaces

FACTUAL BACKGROUND AND ANALYSIS

Birds of Prey Rescue Northwest, Inc., a non-profit organization, is requesting a renewable five year lease agreement with the Regional Parks and Greenspaces Department to set up a birds of prey rehabilitation center at Howell Territorial Park located at 13901 N.W. Howell Park Road on Sauvie Island. Until recently this program was located at Metro's Washington Park Zoo. It was phased out due to the amount of staff time and resources that were necessary to devote to the program's success and also because the program was not part of the Zoo's overall mission. Birds of Prey Rescue Northwest, Inc. was formed to continue this program and it wanted to find an alternate site where the rehabilitation center could continue. Several possible sites were researched and Howell Territorial Park was determined by Birds of Prey to be an ideal location for the center even though this type of program falls outside the normal functions of the Regional Parks & Greenspaces Department.

There are no financial obligations on the part of Regional Parks & Greenspaces to Birds of Prey Rescue Northwest, Inc.. Regional Parks & Greenspaces will only be providing space that otherwise would not be used to allow the birds a temporary home during recovery/rehabilitation. Either party may terminate this Lease for convenience by giving the other party six (6) months written notice of its intent to terminate.

This contract completely holds and saves harmless Metro, Multnomah County, and the Oregon Historical Society, and indemnifies, and defends their elected officials, employees, and agents from any damages arising out of acts by Birds of Prey. A one million dollar (\$1,000,000) comprehensive general liability insurance policy is to be maintained by Birds of Prey, at their expense, on their organization.

The Lease Agreement would entail occupying approximately 2,056 sq. ft. in the

Historical Society as part of their Bybee House Museum exhibit and also as a storage location for some of their collections. O.H.S. leases this area from Regional Parks and Greenspaces at no cost and have been involved in the discussions with Birds of Prey and are supportive of this Lease Agreement.

All alterations or improvements needed on the barn or adjacent fenced property to make it suitable as a rehabilitation center will be the responsibility of Birds of Prey. A surety bond will be required from Birds of Prey prior to any improvements to protect Metro from costs associated with any type of liens or lease defaults. Birds of Prey will pay their pro-rata share of all utilities and supply their own phone. All rehabilitated birds will be released within their native habitat as close as possible to the original pick up site.

A spokesperson from Birds of Prey Rescue Northwest, Inc. will be present at the Council meeting along with Department staff to answer any questions about the Lease Agreement.

Executive Officer's Recommendation:

The Executive Officer recommends adoption of Resolution No. 95-2093.

Exhibit A

LEASE

THIS LEASE made as of this _____ day of _____ 1995, between Metro, hereinafter referred to as "Landlord," whose address is 600 N.E. Grand Avenue, Portland, OR 97232-2736, and "Bird of Prey Rescue Northwest, Inc.," whose address is P. O. Box 6627, Portland, Oregon 97228, hereinafter referred to as "Tenant."

RECITALS

1. Landlord owns the Buildings and occupies the Premises located at 13901 N.W. Howell Park Road, Portland, Oregon 97231, and described herein as:

Specifically, the Park Barn/Historical Museum [Howell Territorial Park] and further described in Exhibit "A."

2. Tenant desires to lease a portion of those Premises from Landlord.
3. The parties desire to have a lease agreement defining the terms of the Lease.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. Premises. Tenant leases from Landlord a portion of the Premises as described in Exhibit "A."

SECTION 2. Term; Possession.

2.1 **Term.** The Lease Term shall commence February 28, 1995 (the "Commencement Date") or upon execution and continue through February 1, 2000, unless sooner terminated pursuant to the terms hereof. A "Lease Year," as such term is used herein, shall run from the Commencement Date or its anniversary ("Anniversary") until the day immediately preceding the next Anniversary.

2.2 **Tenant's Work.** Landlord will notify Tenant when the Building and Premises are ready for the commencement of Tenant's work and installation of Tenant's improvements, personal property and performance of other work. Tenant, on request, will apprise Landlord of the date when the Premises are then expected to be ready for occupancy; however, Tenant acknowledges the advisability of commencing space planning, fixture construction and other activities well in advance of the expected date the Premises are to be ready for Tenant's work. Tenant will promptly perform all work, if any, required to ready the Premises for Tenant's possession and use. Landlord shall not be required to perform any

work which might be needed to ready the Premises for Tenant's occupancy. Landlord shall have the right to approve or disapprove any work Tenant intends to do on the Premises. Tenant shall give Landlord thirty (30) days written notice of any planned work, including copies of plans.

2.3 Delivery of Possession. Delivery of possession of the Premises (the "Possession Date") will occur when Tenant actually occupies or takes possession of the Premises by, among other things, moving equipment, fixtures, materials, or other personal property onto the Premises, or by commencement of Tenant's improvements to the Premises. Tenant shall not so occupy or take possession of the Premises without first giving Landlord written notice thereof. Landlord shall have no liability for delays in delivery of possession caused by labor disputes, shortages of materials, acts of God, holdover by prior tenants, or other causes. Except as otherwise provided herein, all obligations of Tenant under this Lease shall commence as of the Possession Date.

SECTION 3. Rent. Tenant shall pay to Landlord the sum of \$1.00 per year as rent for the Premises.

3.2 Time and Place of Payment. Rent shall be payable in advance, beginning with the Commencement Date, and shall be due and payable for each successive year on each Anniversary Date.

SECTION 4. Utilities; Custodial; Other Charges. This is a "triple net" Lease and Tenant shall pay as additional rent the items set forth below. The percentage allocation of the responsibility to Tenant may be adjusted by Landlord in its reasonable discretion if the final proportionate square footages of the Building and its various Premises change.

4.1 Utilities. Tenant shall pay a pro-rata share of utilities on a quarterly basis for all utilities and services on the Building including but not limited to electricity, gas, sewer and water, and property insurance. The basis for Tenant's pro-rata share shall be that amount by which the usage of such services on the Premises exceeds the average consumed quarterly between January 1, 1991, and December 31, 1994.

4.2 Waste Management. Tenant shall establish, maintain, and pay for a separate account for waste management, including garbage and recycling service. The service shall be appropriate for any hazardous waste which Tenant may generate and be located and hauled away at a frequency which avoids waste accumulation, odor, and/or risk exposure.

SECTION 5. Use. Tenant shall use the Premises for a birds of prey rehabilitation center, and for no other purposes without Landlord's written consent. Tenant shall at its expense promptly comply with all applicable laws, ordinances, rules and regulations of any public authority and shall not annoy, obstruct, or interfere with the rights of other Building occupants.

SECTION 6. Real Property Taxes. Both Landlord and Tenant are tax exempt entities and have no responsibility for payment of real property taxes. Tenant shall hold Landlord harmless if the nature of its use of the Premises results in the Premises becoming subject to real property taxation under Oregon law.

SECTION 7. Maintenance and Alterations.

7.1 Tenant's Obligations. Landlord shall not be required to make any repairs, alterations, additions or improvements to or upon the Premises or Building of the Leased area during the term of this Lease. Tenant hereby agrees to maintain and keep the Leased area, including all interior doors, heating, ventilating, and cooling systems, interior wiring, plumbing and rain pipes, in as good repair, operating condition, working order, and appearance, and as clean and safe during the entire term of this Lease as they were as of the Possession Date, at Tenant's own cost and expense. In this regard, Tenant shall, as necessary: a) replace equipment and fixtures, b) replace broken or damaged interior and exterior glass in the windows and doors of the Building with glass of as good or better quality as that now in use, and c) paint the interior of the Building. Finally, Tenant hereby agrees to be responsible and pay for the repair or replacement of any part of the Building damaged as a result of the action or inaction of Tenant or its agents, independent contractors, employees, suppliers or invitees. Landlord will be responsible for any Building exterior repairs except those done by Tenant as part of alterations.

7.2 Landlord's Right to Improve Building. It is understood and agreed that Landlord reserves and at any and all times shall have the right to repair or improve the Building or to add thereto, and, for that purpose, at any time may erect scaffolding and other necessary structures about and upon the Building and Premises. In such event, Landlord and Landlord's representatives, contractors and workmen may enter in or about the Building and Premises with such materials as Landlord may deem necessary therefore, except in case of emergency, and where feasible, such entry will be: a) made only on at least 24 hours prior oral or written notice, b) during normal business hours, and c) with an employee or Tenant to accompany Landlord or its representatives. Tenant waives any claim against Landlord for damages, including disruption of business resulting from entries pursuant to this section.

7.3 Alterations. Except for initial Tenant improvement work, Tenant shall not alter, add to or improve the Premises, Building or install additional electrical equipment, machinery or any signs without Landlord's prior written consent. All alterations shall be made in a good and workmanlike manner, and any alterations and fixtures, including partitions, plumbing, electrical wiring and other additions and improvements, installed by Tenant (other than trade fixtures and equipment) shall become part of the Building and belong to Landlord or at the option of the Landlord the Tenant shall restore the Building to its original condition upon conclusion or termination of this Lease.

7.4 Signs. Landlord will consider, in its sole discretion, allowing Tenant to place signage identifying Tenant on the Building facade. Landlord's prior approval of the

proposed placement and design of signage by Tenant is required prior to installation of Tenant signage. All Tenant signage shall be in conformance with the sign code, shall not damage the Building's exterior, be similar in style to other existing signs and in Landlord's reasonable opinion shall be tasteful. In any event, the signage and its installation shall be at the sole cost and expense of Tenant.

SECTION 8. Liens. Tenant shall pay as due all claims for work done on or for services rendered or material furnished to the Premises or, on its behalf, to the Building, and shall keep the Premises and the Building free from any liens other than liens created by Landlord or other tenants; provided, however, that, so long as Tenant escrows cash with Landlord or provides a surety bond in the amount of total cost of alterations or improvements sufficient to pay the claim or lien, Tenant shall not be required to pay a claim or lien which it is validly contesting and the non-payment of which does not constitute a default by Landlord under any financing against the Building. If Tenant fails to pay such claim or to discharge any lien created or suffered by Tenant, Landlord may do so and collect such amount as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in paragraph 11.3 below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

SECTION 9. Default by Tenant. The following shall be events of default by Tenant:

9.1 **Payment Default.** Failure of Tenant to make any rent or other payment under this Lease within ten (10) days after it is due; provided, however, that Landlord shall give Tenant notice and five (5) business days following such notice to cure such default so long as Landlord has not previously given Tenant notice of a failure to make the same type of payment twice in the last twelve (12) months.

9.2 **Unauthorized Transfer.** Tenant makes any transfer without Landlord's prior written consent as required under Section 15.

9.3 **Abandonment of Buildings.** Tenant abandons the Building and Premises, for which purpose "abandons" means a failure by Tenant to occupy and use the Building and Premises for the purposes permitted under this Lease for a total of fifteen (15) business days or more during the Lease Term.

9.4 **Default in Other Covenants.** Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease within thirty (30) days after notice by Landlord specifying the nature of the default with reasonable particularity.

However, if the nature of Tenant's obligation is such that more than thirty (30) days are required for performance then Tenant shall not be in default if Tenant commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

SECTION 10. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time. However, Landlord shall perform its obligations within thirty (30) days after receiving written notice from Tenant specifying where and how Landlord has failed to perform its obligations. However, if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance then Landlord shall not be in default if Landlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

SECTION 11. Remedies on Default. Upon default, Landlord may exercise any one or more of the following remedies, as well as any other remedy available under applicable law:

11.1 **Retake Possession.** Landlord may reenter and retake possession of the Premises either by summary proceedings, force, any other applicable action or proceeding, or otherwise, all without notice to Tenant except as may be required by law. Landlord may use the Premises for Landlord's own purposes or relet it upon any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant.

11.2 **Damages for Default.** Whether or not Landlord retakes possession or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid rent, reasonable attorneys' fees relating to the default, and reasonable costs of reletting). Landlord may sue periodically to recover damages as they accrue during the remainder of the Lease Term without barring a later action for further damages. Landlord may at any time bring an action for accrued damages plus damages for the remaining Lease Term.

11.3 **Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of 15 percent per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

SECTION 12. Surrender & Expiration.

12.1 **Condition of Building.** Upon expiration of the Lease Term or earlier termination, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition. Depreciation and wear from ordinary use for the purpose for which the Building was let need not be restored, but all repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender.

12.2 Fixtures. Tenant shall promptly remove all of its furnishings, furniture, and trade fixtures that remain the property of Tenant and reasonably restore all damage caused by such removal. If Tenant fails to effect such a removal within twenty (20) days after Landlord's notice in writing and request for removal, this failure shall constitute an abandonment of the property and Landlord may retain the property and all rights of Tenant with respect to it shall cease. In the alternative, by notice in writing given to Tenant within twenty (20) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, restoration, transportation to storage, and storage, with interest on all such expenses as provided in paragraph 12.3 below.

12.3 Holdover. If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease (except that the term will be month to month and the Rent will be \$1.00 per month), or to eject Tenant from the Premises and recover damages caused by wrongful holdover.

SECTION 13. Indemnity and Insurance. The Tenant shall hold and save harmless Landlord, Multnomah County, and the Oregon Historical Society, and indemnify, and defend their elected officials, employees, and agents from damages arising out of acts of Tenant, Tenant employees, agents, and visitors. Tenant shall continuously maintain at its expense comprehensive general liability insurance on its business in the Premises with a combined single limit of One Million Dollars (\$1,000,000), or such higher limits as Landlord may reasonably require from time to time. Tenant shall also maintain such other insurance on Tenant's operation as Landlord may reasonably require during the Lease Term. All such insurance shall name Landlord, Multnomah County, the Oregon Historical Society, their elected officials, departments, agents and employees as additional insureds and shall contain a contractual liability endorsement referring to this Lease. The policies shall be in a form, amounts and with companies reasonably acceptable to Landlord. Certificates evidencing such insurance and bearing endorsements requiring thirty (30) days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the Building. Tenant shall also notify Landlord prior to any change or cancellation of such insurance.

The Tenant shall maintain "all risk" property insurance and shall be responsible for Tenant's improvements and Tenant's property.

SECTION 14. Waiver of Rights. Each party hereby releases the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to the Premises, the Building, or property thereon caused by peril which would be covered by a standard "all risks" property insurance policy and water damage, whether or not such insurance is in force or is

collectible, even if such loss or damage shall have been caused by the fault or negligence of the party, or anyone for whom such party may be responsible.

SECTION 15. Assignment and Subletting. The parties acknowledge and agree that Landlord has leased the Building and Premises to Tenant at the rate of \$1.00 per year solely because Tenant is a charitable organization dedicated to the rehabilitation of birds of prey. Due to these unique circumstances, the parties agree that Tenant shall not assign this Lease or further sublet all or part of the Premises and that any attempted assignment or sublease shall be null and void.

SECTION 16. Attorneys' Fees. In the event of any suit or action by either party to enforce any provision of this Lease, or in any other suit or action arising out of or in connection with this Lease, the prevailing party shall be entitled to recover its costs of suit or action and reasonable attorneys' fees whether at trial or appeal. Such attorney fees shall include the reasonable fair market value provided by any employees of either party, if in-house counsel is employed.

SECTION 17. Cumulative Rights and Remedies. No right or remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other rights and remedies at law or in equity.

SECTION 18. Time of the Essence. Time is of the essence of the performance of each of Tenant's and Landlord's obligations in this Lease.

SECTION 19. Amendments. This Lease shall not be amended or modified except by agreement in writing signed by both parties.

SECTION 20. Exhibits. Exhibit "A" which is referred to in this Lease is attached hereto and by this reference incorporated herein.

SECTION 21. Consent of Landlord. Whenever consent, approval or direction by Landlord is required under the terms contained herein, all such consent, approval or direction must be in writing.

SECTION 22. Section Headings. The section headings to the sections of this Lease are not part of the Lease and shall have no effect upon the construction or interpretation of any part of it.

SECTION 23. Complete Agreement. There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, advertising, agreements and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord or its agents to Tenant with respect to the subject matter of this Lease, the Premises or the Building. There are no representations between Landlord and Tenant other than those contained in this

Lease and all reliance with respect to any representations is solely upon representations contained in this Lease.

SECTION 24. Third Parties. Landlord and Tenant are the only parties to this Lease and as such are the only parties entitled to enforce its terms. Nothing in this Lease gives or shall be construed to give or provide any benefit, direct, or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its term.

SECTION 25. Estoppel Certificates. Within seven (7) days after Landlord's written request, Tenant shall deliver a written statement stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested by Landlord.

SECTION 26. Inspection. Landlord or its authorized representatives may enter at any time to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises and Building to any prospective tenants or purchasers; provided, however, that, except in the case of emergency repairs, such entry will be: a) made only on at least 24 hours prior oral or written notice, b) during normal business hours, and c) with an employee or Tenant to accompany Landlord or its representatives.

SECTION 27. Representations. Tenant certifies that no representations as to the condition or repair of the Premises have been made by Landlord or its agents, and that no agreement to alter, repair, or improve said Premises has been made by Landlord, except as expressly set forth herein.

SECTION 28. Notices. Notices under this Lease shall be in writing, effective when delivered, or if mailed, effective on the second day after mailed postage prepaid to the address for the party set forth on page 1 of this Lease, or to such other address as either party may specify by notice to the other. Rent shall be payable to Landlord at the same address and in the same manner.

SECTION 29. Partial Invalidity. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and other provisions shall remain in full force and effect.

SECTION 30. Observance of Law. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations, and requirements or federal, state, county and municipal authorities, now in force or which may hereafter be in force during the term of this Lease, which shall impose any duty upon Landlord or Tenant with respect to the use, occupation or alteration of the Premises.

SECTION 31. Choice of Law. This Lease shall be governed by the laws of the State of Oregon.

SECTION 32. Miscellaneous.

32.1. Permits. Tenant shall obtain any and all necessary licenses and permits from local, state, and federal agencies.

32.2. Building and Plans. Tenant shall be fully responsible for all aspects of construction, including extension of utilities. Tenant shall install and maintain a separate alarm system for the Building, and shall install and maintain a separate phone line for its business. Tenant shall submit full building plans for Landlord's review and approval prior to any construction activity. Such plans shall, at Tenant's expense, be reviewed and approved by a licensed structural engineer prior to submission to Landlord. Any permit(s) required for construction must be obtained by and paid for by Tenant.

32.3. Access/Parking. Tenant shall access the Premises and park in a manner and location to be designated by Landlord. Tenant's parking shall be limited to no more than five (5) vehicles at any given time.

32.4. Use of Premises by Public. Tenant shall not open the Premises to the general public without the written consent of Landlord.

32.5. Bond. Tenant shall secure and maintain a bond in an amount and form acceptable to Landlord for the purpose of returning the Premises to Landlord in a condition equal to or better than the condition the Premises were in as of the Commencement Date upon termination of the Lease. It is intended that such bond shall reflect the cost of all alterations and improvements installed by Tenant.

32.6. Maintenance. Tenant shall maintain the facility and associated grounds in a clean, orderly, and safe manner. Tenant shall correct any deficiencies noted by Landlord within seven (7) days. If the nature of Tenant's obligation is such that more than thirty (30) days are required for performance the Tenant shall not be in default if Tenant commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

32.7. Annual Report. Tenant shall provide to Landlord an annual report detailing the financial condition of Tenant, Tenant's bird rehabilitation and release efforts of the preceding year, and ongoing compliance with the provisions of the Lease, including but not limited to information on licenses, permits, and insurance certificates. The report shall be due on June 15 of each year.

32.8. Pest Control. Tenant shall be allowed to raise live "feed" for birds in or near the Buildings or Premises, and shall only release live "feed" directly into cages. Tenant shall maintain an adequate ongoing program to control pests in Building section under Lease and around the Leased Premises. Such program may include trapping, but no baiting.

32.9. Oregon Historical Society. The parties acknowledge that the Building and Premises are located in Howell Territorial Park, which is operated cooperatively by Landlord and the Oregon Historical Society. Tenant agrees and acknowledges that the Oregon Historical Society's use and activities at Howell Territorial Park are of great importance to Landlord, and therefore Tenant agrees that none of its activities pursuant to this Lease shall interfere with, harm, or detract from the existing usage by the Oregon Historical Society. This Lease shall be deemed to be subject in all respects to any usage by the Oregon Historical Society as of the Commencement Date.

32.10. Termination for Convenience. Either party may terminate this Lease for convenience by giving the other party six (6) months written notice of its intent to terminate. In the event of a termination by Landlord, Tenant shall receive a pro-rata refund of any advance rent that has been paid.

BIRD OF PREY RESCUE
NORTHWEST, INC.

METRO

Stanley P. Held, President

Mike Burton, Executive Officer

Date _____

Date _____

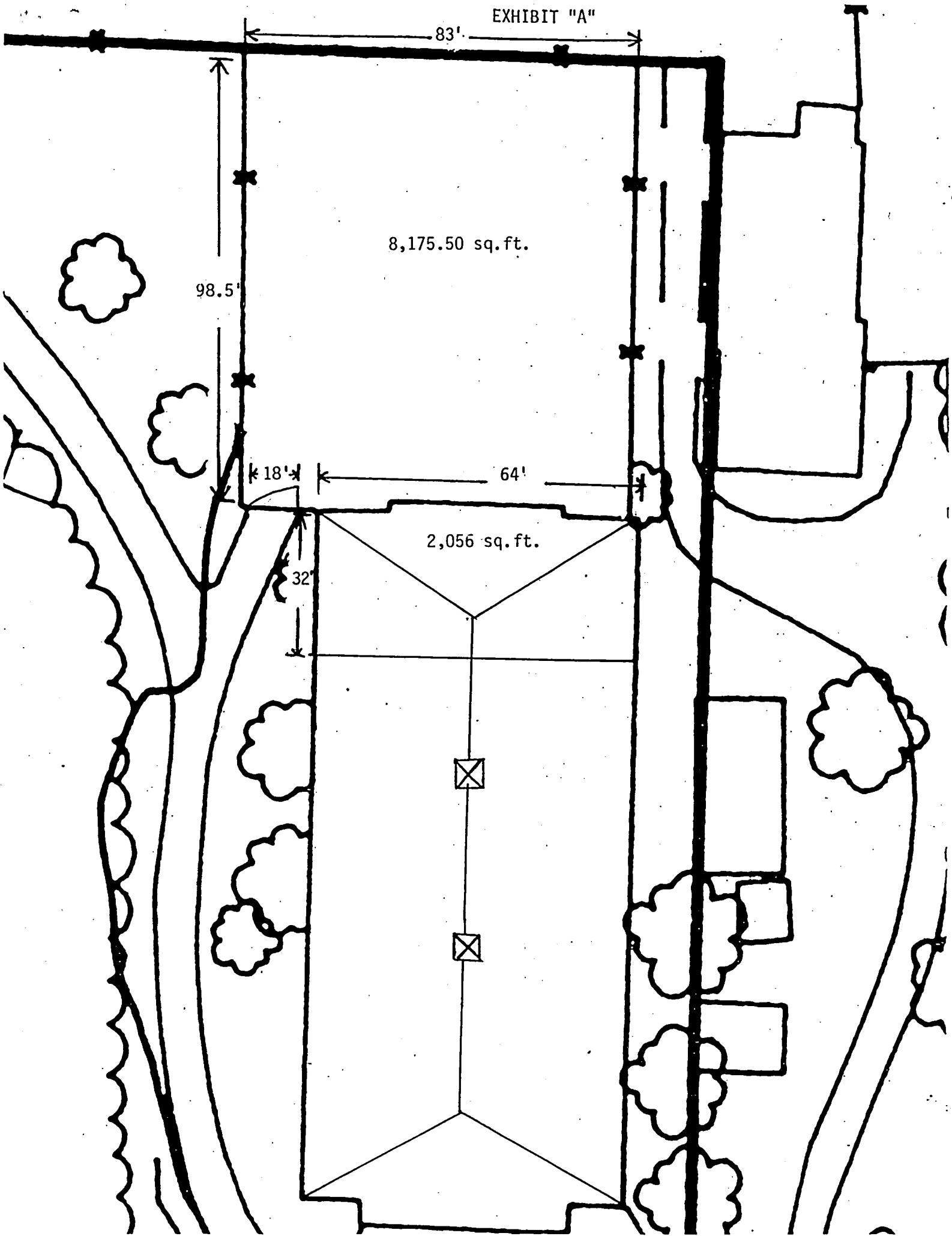
APPROVED AS TO FORM:
Daniel B. Cooper, General Counsel

Mark B. Williams
Senior Assistant Counsel

Date _____

gl
1229A

EXHIBIT "A"



83'

98.5'

8,175.50 sq. ft.

18'

64'

2,056 sq. ft.

32'