

BEFORE THE METRO COUNCIL

FOR THE PURPOSE APPROVING) RESOLUTION NO. 96-2352
CURRENT AND FUTURE LEASES)
RELATED TO METRO'S)
OPEN SPACES PROPERTY ACQUISITION) Introduced by
) Regional Facilities Committee

WHEREAS, the Open Spaces Program involves the acquisition of approximately 6,000 acres of property throughout the region; and

WHEREAS, several parcels will offer opportunities to enter into interim leases pending the outcome of future master planning activities; and

WHEREAS, these leases will primarily be residential, will be short term (month to month or less than one year term) and will involve monthly lease payments within the range of \$300 to \$1,000; and

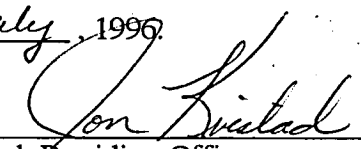
WHEREAS, to date, Metro staff have secured two residential leases and a crop lease during the course of closing Open Space acquisitions which are attached as Exhibits A, B and C; and

WHEREAS, Metro code, at Section 2.04.033, requires Metro Council approval of the lease of real property owned by Metro; now, therefore,

BE IT RESOLVED,

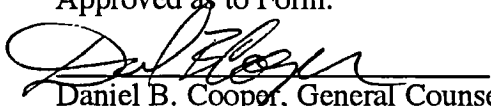
1. That the Metro Council ratifies the previous execution of the leases attached as Exhibits 1, 2 and 3.
2. That the Metro Council approves the execution of future leases by the Executive Officer of Metro real property when such leases:
 - a) relate to the acquisition of an Open Spaces parcel;
 - b) contain a term of less than one year; and
 - c) provide for lease payments of not more than \$1,000 per month

ADOPTED by the Metro Council this 11th day of July, 1996.



Jon Kvistad, Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2352 APPROVING EXISTING AND FUTURE LEASES RELATED TO METRO'S OPEN SPACES PROGRAM

Meeting Date: July 1, 1996

Presented by: Charles Ciecko
Jim Desmond

Proposed Action

Resolution No. 96-2352 would provide retroactive Metro Council approval for all existing leases and prospective approval of certain future leases related to Open Spaces acquisitions. Future leases which fall within the parameters described below would be executed without Metro Council review and approval.

Factual Background and Analysis

The Metro-Open Spaces program has and will continue to acquire a large variety of property throughout the region in accordance with refinement plans approved by Metro Council. Some of the properties include residences which may or may not be ultimately retained depending on the outcome of future master planning activities. While the future of these residences is being determined, some are suitable for leasing and in many cases are occupied by tenants at the time of closing. In addition to residences, some of the acquired property is farmland with a potential for crop leases.

Of the property acquired to date, only one parcel, the Spencer property located in the Sandy River Target Area, has been identified as suitable for leasing.¹ There is a single family residence on site which had been rented by the previous owner and 15 acres which are being cultivated under a crop lease. Metro staff are recommending that the crop lease and the residential tenancy be continued with the same tenants. A month-to-month residential lease and a crop lease have been prepared by Metro legal staff and are attached as Exhibits 1 and 3 respectively.

In addition to these two existing leases, Metro staff estimate that over the course of the Open Spaces property acquisition process, there could be an additional 10 to 15 leases, primarily residential. The monthly rent from such residential tenancies is expected to range from \$300 to \$1,000 per month. Except for routine repair work and property taxes, expenses related to these leases should be minimal.

Currently, Open Spaces, Parks Operation and Property Services staff are coordinating the leasing activities. These activities include lease negotiations, preparation of lease documents, determination of fair market rental rate and property management services. All residential leases will be either month-to-month or short term (six months to one year) tenancies.

Apart from the lease payments which accrue from such tenancies, residential and crop leases provide other significant benefits. Crop leases ensure that the farmland will be continually cultivated which corresponds with good farmland management. The residential leases provide a presence on typically remote and undeveloped property. This strategy has been previously identified as a method of reducing landbanking costs.

¹ The Goheen property located in the Clear Creek Target Area also included a residence in which a hold-over tenant resided until mid-June 1996. Currently, a Metro Park Ranger is in residence.

Resolution No. 96-2352 provides for retroactive Metro Council approval of the three existing leases and grants prospective approval of future leases which meet the following criteria:

- related to Open Spaces acquisition
- less than one year term
- monthly lease payments of less than \$1,000

Budget Impact

Rents collected as a result of existing and future leases are applied to the landbanking account within the Regional Parks And Expo Fund. Expenses associated with these tenancy would be made from this same account. Expenses to date related to the two existing leases have been nominal. Staff anticipate that repair and maintenance and property taxes will be the only major expense. The net income resulting from the leases will be available to pay other landbanking expenses related to the Open Spaces Program.

Executive Officer's Recommendation

The Executive Officer recommends adoption of Resolution 96-2352.



RENTAL AGREEMENT

1. DATE: 12/1/95 ADDRESS OF PREMISES: 1101 NE Northway Road, Corbett, OR 97019
 2. TENANCY TO BE: Week-to-week Month-to-month Beginning: 12/1/95 Rent Due Date: 12/1/95
 Fixed Term Lease Beginning: _____ Ending: _____ Rent Due Date: _____

3. OCCUPANTS:		
NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER
Frank Page	6/1/35	478-36-8782
Carolyn Page	1/8/42	481-56-7382

4. VEHICLES		
MAKE	YEAR	LICENSE NUMBER
48 Chevy		
1982 GMC Pickup		
1989 Taurus		SSB 281
1984 Tempo		NRF-830
PARKING SPACE ASSIGNED: _____		

5. UTILITY PAYMENT RESPONSIBILITY		
	Tenant	Management
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Garbage	<input type="checkbox"/>	<input type="checkbox"/>
Cable	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

6. APPLIANCES INCLUDED (Make or Model Indicated)	
<input type="checkbox"/> Range	
<input type="checkbox"/> Refrigerator	
<input type="checkbox"/> Dishwasher	
<input type="checkbox"/> Washer	
<input type="checkbox"/> Dryer	
<input type="checkbox"/> Garbage Disposal	
<input type="checkbox"/> Other	

7. RENT AND CHARGES	
a. Stated Rent \$ <u>325.00</u>	
b. Late charge of \$ <u>15.00</u>	
will be assessed if rent is received at the place of payment after the <u>5th</u> of the month.	
c. Return check charge \$ <u>25.00</u>	
d. Other \$ _____	
e. Other \$ _____	

8. UTILITIES shared by others and paid by tenant: None.
 9. NO ASSIGNMENT OR SUBLETTING: The tenant agrees that said premises will not be occupied by any other persons than those listed on the agreement. A guest staying more than 30 days and/or nights within a calendar year must have the written permission of the landlord.
 10. MAINTENANCE AND REPAIR CHARGES: The landlord's definition of clean shall be the final definition. Repairs or maintenance of tenant caused damage and cleaning above normal wear and tear during occupancy or at termination will be billed as assessed by the landlord and/or at _____ per hour.
 11. RESPONSIBLE PARTIES: The tenant agrees that if the unit is occupied by more than one person, tenants are individually, jointly and severally liable for the rent and other charges. If one occupant vacates, the remaining occupants must be rescreened and requalified within 20 days of the change in occupancy. The rental agreement is a part of agreements with various roommates. If any roommate terminates, the security deposit shall stay with the unit until final termination of all occupants.
 12. PETS: Pets are defined as any animal capable of doing property damage or personal injury.
 Pets are accepted for the attached address. Pets are strictly prohibited without the written authorization of the landlord.
One dog is allowed.
 13. REAL ESTATE DISCLOSURE: If this box is checked, the landlord identifies that the rental unit is in a building 4 units or less and the building is in a form of foreclosure.
 14. SOLID WASTE: If landlord provides garbage service by individual cans, the tenant shall be limited to one 30 gallon can picked up weekly, including recycling. The tenant may be billed for additional amounts. The landlord identifies that availability of recycling is as follows:
 Provided by solid waste hauler; Provided by the landlord on-site; Not provided and is the responsibility of the tenant
 15. LANDSCAPE MAINTENANCE: Landlord; Tenant shall be responsible to properly cultivate, care for and adequately water lawn, shrubbery & grounds.

16. ACCOUNTING	
A. FUNDS DUE	
1. Rent <u>325.</u> <input type="checkbox"/> Prorated for _____ days \$ <u>325.00</u>	
2. Non Refundable Fees	\$ _____
3. Refundable Security Deposit	\$ <u>325.00</u> <input type="checkbox"/> #17
4. Prepaid Rent Deposit	\$ _____ <input type="checkbox"/> #17
5. Other charges	\$ _____
6. _____	\$ _____
B. CREDITS RECEIVED	
1. Reservation Deposit	\$ _____
2. Other	\$ _____
TOTAL AMOUNT DUE	\$ <u>650.00</u>
Memo: Second month's rent in the amount of <u>325.00</u> due on <u>1/1/96</u>	

17. Landlord acknowledges that they are a real estate licensee and identifies that all refundable deposits, if any, are held in interest bearing accounts:
 The interest being paid to the state Low Income Housing Trust Fund.
 The interest being paid as identified in an addendum to this contract.
 Deposits transferred to and held by the owner:
 (Name & address) _____
 18. ADDENDUM(S) made a part of this agreement and agreed to by the landlord and the tenant:
 ADDITIONAL RULES & REGULATIONS
 PET/ID ANIMAL; MOVE IN/OUT INSPECTION;
 SMOKE DETECTOR; WATER BED

19. IN CASE OF EMERGENCY: The tenant may contact the landlord at the address or phone number given below. In case of emergency, the landlord may contact the following parties (name, address, phone): Jim Morgan, Metro Parks & Greenspaces, 797-1121

20. I (WE) HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND ALL RULES AND REGULATIONS LISTED ON THE REVERSE SIDE.
 TENANT: (x) Frank Henry Page (x) Carolyn J. Page

21. NAME/ADDRESS OF LANDLORD or AGENT authorized to act for or on behalf of the owner for the purpose of receiving notices:
Metro Parks & Greenspaces, 600 NE Grand, Portland, OR 97232 Attn: Todd Sadlo, Esq.

Make Checks Payable to: METRO
 If other than "Address of Landlord," make payment to: Send to the attention of Karen Faher
 Signature of Landlord or Agent: [Signature]
 22. If applicable, Real Estate Broker approval: _____ Date: _____

Rules and Regulations

1. **OREGON LANDLORD/TENANT LAW:** Both landlord and tenant(s) agree to abide by all state, federal, local laws or adopted rules and regulations, Tenant(s) agrees not to permit or allow any acts to be done in, on, or within the immediate vicinity of said premises which violate any law, rule or regulations.
2. **PERSONAL PROPERTY:** Tenant(s) agrees not to destroy, damage, deface or remove any part of the premises or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those caused by the landlord. The Landlord will not be liable or responsible for loss or damages to articles or property belonging to the tenant(s). The tenant(s) shall maintain fire and theft insurance for their personal property.
3. **LOSS RECOVERY:** The tenant(s) agrees that the landlord has the right to recover from the tenant(s) any loss caused by fire, vandalism or other acts of misuse by the tenant(s) or their guests. The landlord reserves the right to assign such right to their insurance carrier.
4. **USE OF PREMISES:**
 - a) At the commencement of the rental agreement, the tenant(s) accepts that the unit and its premises are safe for reasonable and foreseeable uses.
 - b) Tenant(s) is to use the premises for a dwelling unit and not conduct any commercial activity or services for compensation in or on the premises without the written consent of the landlord. Child care shall be considered a business and shall not be conducted without the written permission of the landlord.
 - c) Tenant(s) and their guests shall conduct themselves in a manner not to disturb the peaceful enjoyment of others. Tenant(s) shall restrict all sound or noise so as not to be heard outside the unit.
 - d) Tenant(s) or their guests shall not be permitted to operate recreational vehicles on the leasehold in a manner that degrades the soils or vegetation.
 - e) Tenant(s) agrees to keep all areas of the premises under their control clean, sanitary, and free from the accumulation of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Medical waste such as needles, blood products, and their related articles are to be disposed of as "medical waste" as required by law. Patios, porches and stairways are to be kept clean and orderly and will not be used for general storage.
 - f) Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities or appliances on the premises. Telephone wiring and services after the wall outlet shall be the responsibility of the tenant(s). All other phone wiring is the owner's responsibility.
 - g) Tenant(s) shall immediately report in writing all malfunctions of equipment, failure of essential services, or need for repair. Damage caused by the tenant(s) such as stoppage of waste pipes or overflow of toilets, bathtubs or defective faucets shall be paid by the tenant(s) as well as any damage to the building or furnishings other than ordinary wear and tear.
 - h) Tenant(s) shall not tamper with the exterior lights, furnace, or other appliances or make any alterations of any nature on or to the premises. Hooks, nails, screws or other attachments shall not be installed in any ceilings. Attachments that shall affect the exterior appearance of the unit shall require the written consent of the landlord.
 - i) Locks may not be tampered with or changed without the written consent of the landlord. Entrance doors of the tenant(s) dwelling shall be kept locked. Tenant(s) shall notify owner/agent in writing if locks fail to operate properly.
 - j) In the event of severe temperature changes, tenant(s) shall take reasonable preventative measures to prevent pipes from freezing including but not limited to maintaining adequate heat, cover any foundation vents, and disconnect exterior hoses.
 - k) Landlord shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God or occurrence beyond the control of the owner/agent. The tenant(s) shall be limited to the rights and remedies specified by the law.
 - l) Tenant shall use smoking materials with caution and properly dispose of ashes and materials.
 - m) The use of designated and off-street parking shall be limited to autos and motorcycles in driveable condition which are properly licensed and insured, except when specified in writing by the landlord. Unauthorized vehicles or vehicles parked in other than a designated space shall be towed at the vehicle owner's expense.
5. **RIGHT OF ACCESS:**
 - a) Tenant(s) shall not unreasonably withhold consent to the landlord to enter the premises or the dwelling unit to inspect, make necessary or agreed repairs, decorations, alterations or improvements, or to show the unit to prospective tenants or purchasers.
 - b) Landlord may enter without consent in an emergency and shall provide the tenant(s) with post-entry notice of the entry and its purpose.
 - c) Landlord may issue a 24 hour notice of entry for necessary inspections or repairs pursuant to ORS 90.322(e).
6. **NOTICES**
 - a) Notices shall be either actual or written as provided by law.
 - b) Tenant(s) shall notify landlord of any anticipated absence from the premises in excess of seven (7) days, not later than the first day of absence.
 - c) Written notices by the tenant(s) shall be deemed delivered when either personally delivered or mailed first class to the address as identified on the rental agreement.
 - d) Written notices by the landlord shall be deemed served when either personally delivered or mailed by first class mail for which three days shall be added to the effective date of the notice. Notices as allowed by law shall also be deemed served by mailing first class mail and affixing to the main entrance door of the dwelling unit.
 - e) Tenant(s) shall notify the landlord in writing of any post office box address or telephone number to be used by the tenant(s).
 - f) Tenant(s) agrees to provide the landlord a forwarding address at the time of termination.
7. **TERMS AND CONDITIONS:**
 - a) Month to month tenancy
 - i) The landlord reserves the right to raise the rent with a sixty (60) day written notice
 - ii) Either the landlord or tenant(s) may terminate this agreement with a written thirty (30) day notice.
 - b) In the event the landlord has to bring action to enforce any provisions of this agreement, the Landlord/Tenant Act, or other statutes, the landlord shall be entitled to, in addition to costs, reasonable attorney's fees.
 - c) At time of termination of tenancy by any means, any goods, chattels, motor vehicles, or to other property left on the premises shall be considered abandoned property and shall be disposed of as provided by Oregon law.
 - d) At time of termination, the security deposit may be used to secure the performance of the terms of the rental agreement pursuant to ORS 90.300. Any outstanding amounts due at the time of termination will be deducted from the security deposit. Any excess amounts due may be consigned to a collection agency should it become necessary to collect and the tenant shall be responsible for cost of collections.
8. **TERMINATION RIGHTS AND RESPONSIBILITIES:**
 - a) If rent is more than seven (7) days past due, the landlord may issue a 72-hour notice, terminate the rental agreement and take possession according to the law.
 - b) If tenant(s), someone in tenant's(s') control, or tenant's(s') pet threatens to inflict or actually inflicts personal injury upon landlord or other tenants, inflicts injury upon any person on the premises with the consent of another tenant or the landlord, inflicts injury upon another located within the immediate vicinity of the property, intentionally inflicts substantial damage to the premises or commits any act which is outrageous in the extreme, including illegal activity, a 24-hour notice to terminate may be served upon the tenant.
 - c) Upon any material noncompliance of this agreement, the landlord may issue a thirty (30) day notice and if the breach is not remedied within 14 days, the rental agreement may be terminated and the landlord may take possession pursuant to Oregon law.
 - d) The application is made a part of this rental agreement. Any omission or misstatement by tenant(s) on the application or rental agreement may, at the option of the landlord, be grounds for termination of tenancy.
 - e) Nothing in this agreement shall limit the right of tenant or landlord to terminate this agreement as provided by law.
 - f) If at some future date a portion of this rental agreement shall be ruled unenforceable by the courts, it shall only affect that portion of the rental agreement and all other provisions of the rental agreement shall be in force.
9. **INDEMNIFICATION**

Tenant shall indemnify, defend, and hold harmless Metro from any loss, claim, or liability arising out of, or related to, any activity of tenant on the premises.

TENANT(S) INITIAL EACH PAGE _____

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RENTAL AGREEMENT

1. DATE: _____ ADDRESS OF PREMISES 16431 S. Springwater Rd., Oregon City, OR 97405
2. TENANCY TO BE: Week-to-week Month-to-month Beginning: Feb. 1, 1996 Rent Due Date: Feb. 10, 1996
 Fixed Term Lease Beginning: _____ Ending: _____ Rent Due Date: _____

3. OCCUPANTS:		
NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER
<u>William W. Dassenko</u>		
<u>Lynn J. Dassenko</u>		

4. VEHICLES		
MAKE	YEAR	LICENSE NUMBER

PARKING SPACE ASSIGNED _____

5. UTILITY PAYMENT RESPONSIBILITY		
	Tenant	Management
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Oil	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cable	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>

6. APPLIANCES INCLUDED (Make or Model Indicated)	
<input checked="" type="checkbox"/> Range with oven	_____
<input type="checkbox"/> Refrigerator	_____
<input checked="" type="checkbox"/> Dishwasher	_____
<input type="checkbox"/> Washer	_____
<input type="checkbox"/> Dryer	_____
<input type="checkbox"/> Garbage Disposal	_____
<input checked="" type="checkbox"/> Other <u>Burglar alarm</u>	_____
smoke detectors	

7. RENT AND CHARGES

a. Stated Rent \$ _____
b. Late charge of \$ _____
will be assessed if rent is received at the place of payment after the _____ of the month.
c. Return check charge \$ _____
d. Other \$ _____
e. Other \$ _____

8. UTILITIES shared by others and paid by tenant _____

9. NO ASSIGNMENT OR SUBLETTING: The tenant agrees that said premises will not be occupied by any other persons than those listed on the agreement. A guest staying more than _____ days and/or nights within a calendar year must have the written permission of the landlord.

10. MAINTENANCE AND REPAIR CHARGES: The landlord's definition of clean shall be the final definition. Repairs or maintenance of tenant caused damage and cleaning above normal wear and tear during occupancy or at termination will be billed to as assessed by the landlord and/or at _____ per hour.

11. RESPONSIBLE PARTIES: The tenant agrees that if the unit is occupied by more than one person, tenants are individually, jointly and severally liable for the rent and other charges. If one occupant vacates, the remaining occupants must be rescreened and requalified within _____ days of the change in occupancy. The rental agreement is a part of agreements with various roommates. If any roommate terminates, the security deposit shall stay with the unit until final termination of all occupants.

12. PETS: Pets are defined as any animal capable of doing property damage or personal injury.
 Pets are accepted per the attached addendum. Pets are strictly prohibited without the written authorization of the landlord.

13. REAL ESTATE DISCLOSURE: If this box is checked, the landlord identifies that the rental unit is in a building 4 units or less and the building is in a form of foreclosure.

14. SOLID WASTE: If landlord provides garbage service by individual cans, the tenant shall be limited to one 30-gallon can picked up weekly, including recycling. The tenant may be billed for additional amounts. The landlord identifies that availability of recycling is as follows:
 Provided by solid waste hauler; Provided by the landlord on-site; Not provided and is the responsibility of the tenant

15. LANDSCAPE MAINTENANCE: Landlord; Tenant shall be responsible to properly cultivate, care for and adequately water lawn, shrubbery & grounds.

16. ACCOUNTING	
A. FUNDS DUE	
1. Rent \$650 <input type="checkbox"/> Prorated for _____ days	\$ 650
2. Non Refundable Fees	\$ _____
3. Refundable Security Deposit	\$ _____ <input type="checkbox"/> #17
4. Prepaid Rent Deposit	\$ _____ <input type="checkbox"/> #17
5. Other charges	\$ _____
6. _____	\$ _____
B. CREDITS RECEIVED	
1. Reservation Deposit <u>cleaning</u>	\$ 800
2. Other	\$ <u>1/2 refundable if</u>
TOTAL AMOUNT DUE	\$ <u>left in move-in</u>
	<u>condition)</u>
Memo: Second month's rent in the amount of \$650 due on <u>3/10/96</u>	

17. Landlord acknowledges that they are a real estate licensee and identifies that all refundable deposits, if any, are held in interest bearing accounts:
 The interest being paid to the state Low Income Housing Trust Fund.
 The interest being paid as identified in an addendum to this contract.
 Deposits transferred to and held by the owner;
(Name & address) _____

18. ADDENDUM(S) made a part of this agreement and agreed to by the landlord and the tenant:
 ADDITIONAL RULES & REGULATIONS
 PET/AID ANIMAL; MOVE IN/OUT INSPECTION;
 SMOKE DETECTOR; WATER BED
 gates
 landscape maintenance

19. IN CASE OF EMERGENCY: The tenant may contact the landlord at the address or phone number given below. In case of emergency, the landlord may contact the following parties (name, address, phone): Jim Morgan, Metro Parks & Greenspaces @ 797-1727

20. I (WE) HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND ALL RULES AND REGULATIONS LISTED ON THE REVERSE SIDE.
TENANT (x) Lynn J. Dassenko (x) William W. Dassenko

21. NAME/ADDRESS OF LANDLORD or AGENT authorized to act for or on behalf of the owner for the purpose of receiving notices:
Metro Parks & Greenspaces, 600 N.E. Grand Ave., Portland, OR 97232 Attn: Dan Cooper

Make Checks Payable to: Metro
If other than "Address of Landlord," make payment to: Attn: Karen Faher
Signature of Landlord or Agent _____

22. If applicable, Real Estate Broker approval: _____ Date: _____

RULES AND REGULATIONS

1. **OREGON LANDLORD/TENANT LAW:** Both landlord and tenant(s) agree to abide by all state, federal, local laws or adopted rules and regulations. Tenant(s) agrees not to permit or allow any acts to be done in, on, or within the immediate vicinity of said premises which violate any law, rule or regulations.
2. **PERSONAL PROPERTY:** Tenant agrees not to destroy, damage, deface or remove any part of the premises or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those caused by the landlord. The landlord will not be liable or responsible for loss or damages to articles or property belonging to the tenant(s). ~~The tenant(s) shall maintain their own insurance for their personal property.~~ 177
3. **LOSS RECOVERY:** The tenant(s) agrees that the landlord has the right to recover from the tenant(s) any loss caused by fire, vandalism or other acts of misuse by the tenant(s) or their guests. The landlord reserves the right to assign such right to their insurance carrier.
4. **USE OF PREMISES:**
 - (a) At the commencement of the rental agreement, the tenant accepts that the unit and its premises are safe for reasonable and foreseeable uses.
 - (b) Tenant(s) is to use the premises for a dwelling unit and not conduct any commercial activity or services for compensation in or on the premises without the written consent of the landlord. Child care shall be considered a business and shall not be conducted without the written permission of the landlord.
 - (c) Tenant(s) and their guests shall conduct themselves in a manner not to disturb the peaceful enjoyment of others. Tenant(s) shall restrict all sound or noise so as not to be heard outside the unit. Tenants and their guests shall not be permitted to play or loiter in halls, stairways, entrance of buildings or other common areas except in those areas designated by the landlord.
 - (d) Alcoholic beverages shall not be consumed in the common areas.
 - (e) Tenant(s) or their guests shall not be permitted to operate recreational vehicles or equipment in areas except as designated by the landlord.
 - (f) Tenant(s) agrees to keep all areas of the premises under their control clean, sanitary, and free from the accumulation of debris, filth, rubbish and garbage and to dispose of same in a proper manner. Medical waste such as needles, blood products, and related articles are to be disposed of as "medical waste" as required by law. Patios, porches and stairways are to be kept clean and orderly and will not be used for general storage.
 - (g) Tenant(s) shall use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities or appliances on the premises. Telephone wiring and services within the unit shall be the responsibility of the tenant.
 - (h) Tenant(s) shall immediately report in writing all malfunctions of equipment, failure of essential services, or need for repair. Damage caused by the tenant such as stoppage of waste pipes or overflow of toilets, bathtubs or defective faucets shall be paid by the tenant as well as any damage to the building or furnishings other than ordinary wear and tear.
 - (i) Tenant shall not tamper with the exterior lights, furnace, refrigerator, or other appliances or make any alterations of any nature on or to the premises. Hooks, nails, screws or other attachments shall not be installed in any ceilings. Attachments that shall affect the exterior appearance of the unit shall require the written consent of the landlord.
 - (k) Locks may not be tampered with or changed without the written consent of the landlord. Entrance doors to the building, if designated, shall be kept locked. Entrance doors of the tenants' dwelling unit shall be kept locked. Tenant shall notify owner/agent in writing if locks fail to operate properly.
 - (l) In the event of severe temperature changes, tenant shall take reasonable preventive measures to prevent pipes from freezing including but not limited to maintaining adequate heat, cover any foundation vents, and disconnect exterior hoses.
 - (m) Landlord shall not be liable for damages of any kind caused by the lack of heat, refrigeration or other services to the premises arising out of any accident, act of God or occurrence beyond the control of the owner/agent. The tenant shall be limited to the rights and remedies specified by law.
 - (n) Tenant(s) shall not store gasoline, combustibles, or other flammable liquids inside the unit, on the sidewalk, stairways, porches or patios except as permitted by the Fire Department and insurance regulations. Tenant shall use smoking materials with caution and properly dispose of ashes and materials.
 - (o) No aquariums, water beds, pianos or organs are allowed without the written consent of the landlord.
 - (p) The use of designated and off-street parking shall be limited to autos and motorcycles in drivable condition which are properly licensed and insured. No vehicle repair, including the changing of oil, shall be made without the written consent of the landlord. Unauthorized vehicles or vehicles parked in other than a designated space shall be towed at the vehicle owner's expense.
5. **RIGHT OF ACCESS:**
 - (a) Tenant(s) shall not unreasonably withhold consent to the landlord to enter the premises or the dwelling unit to inspect, make necessary or agreed repairs, decorations, alterations or improvements, or to show the unit to prospective tenants or purchasers.
 - (b) Landlord may enter without consent in an emergency and shall provide the tenant with post-entry notice of the entry and its purpose.
 - (c) Landlord may issue a 24 hour notice of entry for necessary inspections or repairs pursuant to ORS 90.322(e).
6. **NOTICES:**
 - (a) Notices shall be either actual or written as provided by law.
 - (b) Tenant(s) shall notify landlord of any anticipated absence from the premises in excess of seven (7) days, not later than the first day of absence.
 - (c) Written notices by the tenant shall be delivered to the address as identified on the rental agreement by personal delivery or first class mail.
 - (d) Written notices by the landlord shall be deemed served when either personally delivered or mailed by first class mail for which three days shall be added to the effective date of the notice. Notices as allowed by law shall also be deemed served by mailing first class mail and affixing to the main entrance door of the dwelling unit.
 - (e) The tenant shall notify the landlord in writing of any post office box address or telephone number to be used by the tenant.
 - (f) The tenant agrees to provide the landlord a forwarding address at the time of termination.
7. **TERMS AND CONDITIONS:**
 - (a) **Week-to-week tenancy**
 1. The landlord reserves the right to raise the rent with a seven (7) day written notice.
 2. Either the landlord or the tenant may terminate this agreement with a written ten (10) day notice.
 - (b) **Month-to-month tenancy**
 1. The landlord reserves the right to raise the rent with a 30 day written notice.
 2. Either the landlord or the tenant may terminate this agreement with a written 30 day notice.
 3. If the tenancy is for land and the structure is owned by the tenant, this agreement may be terminated with a 180 day notice of termination.
 - (c) **Fixed term tenancy**
 1. The landlord reserves the right to raise the rent with a 30 day written notice.
 2. Either the landlord or tenant shall give minimum 30 day written notice of intent not to renew the lease.
 4. Failure by either party to give a notice of intent not to renew will allow the rental agreement to automatically convert to a month-to-month tenancy.
 - (d) In the event the landlord has to bring action to enforce any provisions of this agreement, the Landlord/Tenant Act, or other statutes, the landlord shall be entitled to, in addition to costs, reasonable attorney's fees.
 - (e) At time of termination of tenancy by any means, any goods, chattels, motor vehicles, or other property left on the premises shall be considered abandoned property and shall be disposed of as provided by Oregon law.
 - (f) At time of termination, the security deposit may be used to secure the performance of the terms of the rental agreement pursuant to ORS 90.300. Any outstanding amounts due at the time of termination will be deducted from the security deposit. Any excess amounts due may be consigned to a collection agency should it become necessary to collect and the tenant shall be responsible for cost of collections.
8. **TERMINATION RIGHTS AND RESPONSIBILITIES:**
 - (a) If rent is more than four (4) days past due, the landlord may issue a 144-hour notice, terminate the rental agreement and take possession according to law.
 - (b) If rent is more than seven (7) days past due, the landlord may issue a 72-hour notice, terminate the rental agreement and take possession according to law.
 - (c) If the tenant, someone in the tenant's control, or the tenant's pet threatens to inflict or actually inflicts personal injury upon landlord or other tenants, inflicts injury upon any person on the premises with the consent of another tenant or the landlord, inflicts injury upon another located within the immediate vicinity of the property, intentionally inflicts substantial damage to the premises or commits any act which is outrageous in the extreme, including illegal activity, a 24-hour notice to terminate may be served upon the tenant.
 - (d) Upon any material noncompliance of this agreement, the landlord may issue a 30 day notice and if the breach is not remedied within 14 days the rental agreement may be terminated and the landlord may take possession pursuant to Oregon law.
 - (e) The application is made a part of this rental agreement. Any omission or misstatement by the tenant on the application or the rental agreement may, at the option of the landlord, be grounds for termination of tenancy.
 - (f) Nothing in this agreement shall limit the right of tenant or landlord to terminate this agreement as provided by law.
 - (g) If at some future date a portion of this rental agreement should be ruled unenforceable by the courts, it shall only affect that portion of the rental agreement and all other provisions of the rental agreement shall be in force.

TENANTS INITIAL EACH PAGE _____

This side is non-transferable, carbon paper is required.

Warning: No portion of this form may be reprinted without the written permission of the MFHCO.

ADDENDUM

to

Rental Agreement Between Metro (Landlord)
and William W. and Lynn J. Dassenko (Tenants)

1. Gates will remain locked except for entering or existing property.
2. The tenant will maintain the grass lawn within proximity of the dwelling and the grass area bordering the entrance road from Springwater Road to the dwelling at a height that minimizes a fire hazard and reduces the establishment of invasive pest plants (i.e. blackberry, Scotch broom).
3. Pets excluded from the property include livestock, including cows, horses, mules, burros, llama, or pigs.

LD

WWD

FARMLAND LEASE

By this lease made this 4th day of Dec., 1995 between Metro, a municipal corporation and political subdivision of the State of Oregon, located at 600 NE Grand Avenue, Portland, OR 97232, as Lessor, and Kerslake Farms, 32156 Stevens Road, Corbett, OR 97019, as Lessee, the Lessor, for and in consideration of the covenants and agreements hereinafter set forth, has leased to Kerslake the premises known and described as follows:

That portion of NE1/4 of Section 5, TWP 1 South, Range 4 EWM located East of Sandy River and consisting of approximately 15 acres of improved hayland.

To Have and to Hold the same unto Lessee from the 1st day of January 1996 for a term of one year until the 31st day of December, 1996, unless sooner terminated as provided herein.

1. **RENT:** Lessee shall pay as rent the sum of \$650 per year, payable in advance on the date this Lease is executed.

2. **PERMITTED USAGE:** Lessee shall not make or permit any use of the leased premises which will be unlawful, improper, or contrary to any applicable law or ordinance. Lessee shall use and occupy the leased premises for cropland. Lessee shall comply with the best practicable farming methods, as specified in material published by the U.S. Department of Agriculture, Soil Conservation Service, in order to prevent pollution to the water resources of the surrounding area and to reduce water runoff, soil erosion and siltation. Lessee shall not employ any farming methods which would cause an adverse impact on the water quality of the surrounding area. The use of insecticides and/or pesticides on the leased premises shall be allowed only insofar as their use does not cause significant environmental degradation to the land leased hereunder or any degradation to the waters of the surrounding area. The use of such insecticides and/or pesticides shall also be in strict compliance with applicable federal, state and local laws and regulations, particularly labeling instructions, governing such use and shall be permitted only with the approval of the Lessor, such approval not to be unreasonably withheld. Changes in farming practices and use of insecticides and/or pesticides shall be made only after written notice is provided to Lessor.

3. **MAINTENANCE OF THE PROPERTY.** Lessee shall not make any additions or alterations to the premises without Lessor's written consent obtained in each instance except that Lessee can erect fencing as necessary to protect the cropland hereby leased. Any additions or improvements made by Lessee at its expense and fencing must be removed by Lessee at or prior to termination of this lease, unless Lessor agrees in writing prior to termination, to allow such additions, improvements or fencing to remain. All repairs, fertilizing, haying and/or spraying are the sole expense

of Lessee. Lessee's farm use on the premises is limited to the existing hay fields. No new areas shall be open to cultivation, except that Lessee may clear blackberries and other nuisance vegetation that encroaches on existing hay fields. Lessee may also clear any trees that fall onto cultivated fields, but shall not cut or take live or dead trees from wooded areas on the premises.

4. **ASSIGNMENT:** Lessee will not sublet the premises nor any part thereof, nor transfer or assign this lease without obtaining advance written consent of Lessor in each case. Lessee shall not permit any transfer, by operation of law, of the interest in the premises. Lessor retains the right to transfer the premises leased hereunder and shall have the option to assign this lease to the transferee.

5. **ACCESS:** Lessee will allow Lessor access to the premises at reasonable times.

6. **ABANDONMENT:** If Lessee voluntarily abandons the use of the premises for farming purposes, Lessor may terminate this lease or Lessee's right to possession hereunder upon written notice to the Lessee, whereupon Lessee shall surrender possession of and vacate the premises immediately and deliver possession to Lessor.

7. **RENEWABILITY AND TERMINATION:** This lease shall be renewable for an additional term of one year upon mutual written consent of the parties and subject to all the terms of this lease except the amount of annual rental payments which will be mutually agreed upon prior to renewal. This lease may be terminated by either party by mutual consent, provided, however, that notice of intention to terminate is provided at least 90 days prior to the date of termination. If Lessee has violated this lease, Lessor shall have the right to terminate this lease at any time during the lease term by giving the Lessee 30 days written notice.

8. **DEFAULT:** If default occurs in the payment of the above rent or in any of the Lessee's covenants herein contained, and such default remains uncured after 90 days written notice from Lessor, Lessor may re-enter the premises or any part thereof, and remove Lessee or anyone claiming under Lessee without prejudice to Lessor's other remedies at law or in equity in such case.

9. **CONDITION OF THE PREMISES:** The Lessee is fully familiar with the physical condition of the leased property. The Lessor has made no representations of any nature in connection with the condition of the leased property or its suitability for cultivation.

10. **INDEMNIFICATION:** Lessee shall hold Lessor harmless from any and all manner of actions, claims, demands or suits incurred by Lessor in connection with Lessee's use of the premises by Lessee, Lessee's employees, contractors, guests, invitees, licensees or agents. Such indemnification shall not include property value loss

for destruction of part or all of the demised premises by reason of flood, wind or acts of God. Lessee shall obtain comprehensive liability insurance coverage in the amount of \$500,000. Such insurance coverage shall provide for the Lessor to be a named as an additional insured.

11. NOTICES: Notice from one party to the other shall be deemed to have been properly given if mailed by first class or certified mail, postage prepaid, to the other party at the respective addresses which appear in this lease.

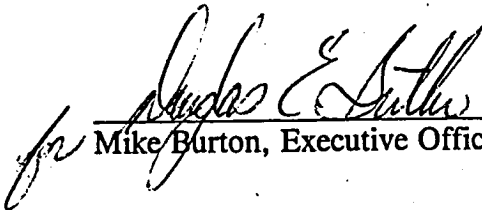
12. SEVERABILITY: If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

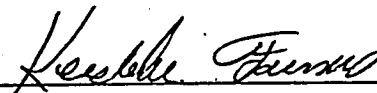
13. WAIVER: The waiver of one breach of any term, condition, covenant, obligation or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above mentioned.

METRO

KERSLAKE FARMS


for Mike Burton, Executive Officer


Dan Kerslake,
By 