

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 02-18

Approving a lease between the State of Oregon, by and through its Department of Transportation and the Metropolitan Exposition Recreation Commission/Oregon Convention Center, for vehicle parking purposes in the parking lot under I-5 behind the Oregon Convention Center.

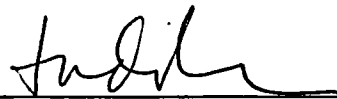
WHEREAS, in 1991 the Commission entered into a ten year lease with the State of Oregon, by and through its Department of Transportation, for vehicle parking purposes in the parking lot under I-5 behind the Oregon Convention Center; and

WHEREAS, the parking area continues to be used by the Oregon Convention Center for such things as truck marshalling and exhibitor parking; and

WHEREAS, staffs of MERC and the State of Oregon Department of Transportation Department have researched, reviewed and negotiated points related to the leased area and have reached mutually agreed terms.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission approves the lease between the State of Oregon, by and through its Department of Transportation and the Metropolitan Exposition Recreation Commission and further, authorizes the General Manager to execute, on behalf of the Commission, the Lease in a form substantially similar to the, attached as Exhibit A, on behalf of the Commission.

Passed by the Commission on June 19, 2002.



Chair

Approved as to Form:
Daniel B. Cooper, General Counsel



Secretary/Treasurer



Sr. Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Approving a lease between the State of Oregon, Department of Transportation and the Metropolitan Exposition Recreation Commission/Oregon Convention Center for vehicle parking purposes in the parking lot under I-5 behind the Oregon Convention Center.

Resolution No.: 02-18

Date: June 19, 2002

Presented by: Jeffrey A. Blosser

Background and Analysis: In 1991, the Commission entered into a ten-year lease with the State of Oregon, Department of Transportation, for vehicle parking purposes in the parking lot under I-5 behind the Oregon Convention Center. This area has and continues to be used by the Oregon Convention Center for such things as truck marshalling, exhibitor parking and employee parking. The lease expired in 2001, and OCC staff and Department of Transportation staff have been in negotiations to fashion points for a new lease based on facility expansion and improvements to the leased area by the Center staff. Two appraisals of the leased area have been performed to assist in determining future monthly lease amounts.

Financial Impact: The new lease would require OCC to pay a monthly amount of \$3,596.10 from September 1, 2001 through February 28, 2002. Beginning March 1, 2002, the amount would increase to \$5,190.00/mo for the balance of the year. Effective annually on September 1 each subsequent year, the monthly lease amount will be adjusted to reflect the change in the CPI.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission approve the lease with the State of Oregon, Department of Transportation for vehicle parking purposes in the parking lot under I-5 behind the Oregon Convention Center.

1
2 **OREGON DEPARTMENT OF TRANSPORTATION**

3 **LEASE**

4 THIS LEASE, made and entered into this _____ day of _____, 20____, by and between the **STATE**
5 **OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter called
6 "State", and **METROPOLITAN EXPOSITION-RECREATION COMMISSION/OREGON CONVENTION**
7 **CENTER**, hereinafter called "Lessee";

8 **WITNESSETH:**

9 That State, for and in consideration of the covenants, conditions, agreements, and stipulations of Lessee
10 contained in this lease, does lease unto Lessee, and Lessee does lease from State, only for vehicle parking
11 purposes, that property consisting of 64,712 sq.ft., more or less, of which 54,467 sq.ft., more or less is usable,
12 located in the City of Portland, County of Multnomah and outlined in yellow on Exhibit "A", attached hereto and
13 by reference made a part hereof.

14 **EXCEPTING THEREFROM that portion of the above described property used or occupied by the**
15 **overhead structure including the supporting columns and piers of said overhead structure; and the**
16 **airspace above the airspace occupied by the overhead structure and that portion of the airspace under**
17 **the overhead structure extending downward a distance of 10 feet from the underside of said structure.**

18 TO HAVE AND TO HOLD the above mentioned property, hereinafter called "premises", unto Lessee for the
19 period from September 1st, 2001, through August 31st, 2011, unless otherwise terminated.

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

22 **1. IMPROVEMENTS**

23 No new improvements shall be placed in or on premises, and no alterations shall be made to existing
24 improvements on premises without the prior written consent of State. All improvements made shall be done at
25 the sole expense of Lessee. All permanent improvements made by Lessee on premises shall become the
26 property of State upon expiration or termination of this lease.

27 Lessee shall reserve two parking spaces within the leased area for the exclusive use of State's Region 1 Bridge
28 Crews. The parking spaces will be made available to State through June 30th, 2006. Lessee shall designate the
29 spaces to be set aside along with providing a means of access to the lot for State's Bridge Section employees.
30 State shall be responsible for signing the spaces set aside for their use.

31 **2. LEASE RATE**

32 The rental fee shall be as follows: Beginning September 1st, 2001 through February 28th, 2002 rent shall be
33 \$3,596.10 per month. Beginning March 1st, 2002, rent shall increase to \$5,230.00 per month less a \$40.00 per
34 month rent credit to Lessee for the reservation of the two parking spaces per paragraph 1 of this lease
35 agreement for a net rent of \$5,190.00 per month for the balance of the first year. The rent credit shall terminate
36 on June 30th, 2006 per paragraph 1 of this lease agreement. Rents shall be paid in advance on or before the
37 first day of each month beginning September 1st, 2001 and sent to Department of Transportation, Property
38 Management Unit, 355 Capitol Street NE, Room 420, Salem, OR, 97301-3871. Effective annually on
39 September 1st, 2002 hereafter until lease expiration, the monthly lease rate will be adjusted to reflect the
40 change in the **CONSUMER PRICE INDEX (CPI-U), "U.S. City Average"**. This adjustment will be made using
41 the more recently published "U.S. City Average" for the month three (3) months prior to the annual adjustment
42 month. (i.e., Annual November lease is based upon the published rate for August of the same year.) The base
43 CPI-U "U.S. City Average" factor for this lease is 178.0, based on the published rate for June of 2001 (1982-84
44 = 100). State will notify Lessee at least fifteen (15) days in advance of the rental increase. In no event shall the
45 rent decrease below the original rate noted above.

46 **3. LEASE TERMS ARE INDEPENDENT**

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

52 **4. ACCEPTABLE & NON-ACCEPTABLE USES**

53 The premises shall be used only for vehicle parking purposes. The lease is not intended for, nor does it allow
54 use of the premises for residential purposes. Lessee covenants that premises shall not be used for any

55 purpose other than that stated heretofore. A breach of this covenant shall result in default and possible
56 termination of this agreement.

57 Premises shall not be used for the storage, disposal or manufacture of any inflammable materials. The property
58 will not be used for storage, disposal or processing of waste material, junk, scrap, or the dismantling of vehicles
59 or equipment. Nor shall the premises be used for any purpose deemed by State to be a potential hazard to the
60 public or detrimental to the use, maintenance and scenic enjoyment of the adjacent State Transportation
61 Facility.

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

63 **5. HAZARDOUS MATERIALS**

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

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

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

80 (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant
81 under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without

82 limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601 et seq.)
83 and/or the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or
84 (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or
85 otherwise hazardous and is or becomes regulated by any governmental authority, agency, department,
86 commission, board, or instrumentality of the United States, the State of Oregon, or any political subdivision
87 thereof.

88 **6. INGRESS & EGRESS**

89 Access to the parcel shall be from NE Oregon Street and NE 1st Avenue. All ingress and egress shall be
90 subject to administrative and statutory requirements, including but not limited to ORS 374 et seq. Access to
91 premises via city/county roads shall be under local city/county jurisdiction.

92 **7. OCCUPANCY**

93 Occupancy and use of premises shall not be such as will permit hazardous or unreasonably objectionable
94 smoke, fumes, vapor, or odors to emanate from premises. Lessee shall operate and maintain the premises to
95 protect against hazards as to the use, safety or appearance of premises. Use and maintenance of premises
96 shall cause no interference with traffic on adjacent State Transportation Facility. Maintenance of premises by
97 Lessee, as required under Paragraph 11 herein, shall include such emergency maintenance procedures as
98 may be required by State.

99 **8. TAXES & ASSESSMENTS**

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

102 Real Property taxes shall be paid by State. Lessee shall reimburse State within 30 days of billing for said taxes
103 by State. **If lease terminates after June 30, of any year, Lessee hereby agrees to be responsible for all**
104 **taxes and assessments imposed for that tax year, regardless of when tax is imposed. Lessee shall not**
105 **be entitled to any pro-ration of taxes.**

106 **9. UTILITIES**

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

110 **10. ADVERTISING SIGNS**

111 No advertising signs, displays or devices may be erected on premises except signs advertising Lessee's on-
112 site business. Any on-premise signs and informational notices shall be subject to the approval of State and
113 shall indicate no more than the type of activity being conducted on premises. No signs are allowed on areas
114 within State's recognized right of way nor under/over any State structure. All signs shall comply with local sign
115 ordinances.

116 **11. PROPERTY MAINTENANCE**

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

122 **12. TRANSPORTATION FACILITY PROTECTION**

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

127 **13. PERMITS AND LICENSES**

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

131 **14. LIABILITY**

132 Lessee shall occupy and use premises at Lessee's own risk and expense, and shall save and hold harmless
133 State, its Transportation Commission, Commission members, officers, agents, and employees, from all claims,
134 suits or actions for any damage to property or injury or death of any person arising out of or in connection with
135 the occupancy or use of premises by Lessee. State shall, to the limits of liability for public bodies set forth in the
136 Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, save and hold harmless

137 Metropolitan Exposition Recreation Commission, Metro, and their respective officers, elected officials, directors,
138 agents and employees from all claims, suits or actions made by third parties for any damage to property or
139 injury or death of any person caused by State's negligent acts or omissions committed pursuant to this lease.
140 State shall, in no event, be liable to Lessee for any damage to property, or injury to or death of any person
141 occurring or arising from the use of premises by Lessee.

142 Lessee further agrees to indemnify and hold harmless State from any and all claims, liabilities, losses, damage,
143 costs and expenses (including attorney fees at trial and on any appeal or review) arising out of use of the
144 premises by Lessee or its agents, employees, contractors or invitees, including but not limited to the costs of
145 remediation or clean-up of any Hazardous Material used on the premises by Lessee or its agents, employees,
146 contractors or invitees, whether with or without the approval of State.

147 **15. INSURANCE**

148 Lessee shall to the limits of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260
149 through 30.300 and the Oregon Constitution, save and hold harmless State, its Transportation Commission,
150 Commission members, officers, agents and employees, from all claims, suits or actions made by third parties
151 for any damage to property or injury or death of any person caused by Lessee's negligent acts or omissions
152 committed pursuant to this lease. Lessee shall furnish State with a Certificate of Insurance from their risk
153 manager certifying that Lessee has met all requirements of Oregon law to be a self-insured entity and is self-
154 insured for purposes of general liability and automobile liability. Lessee shall also provide State with a
155 Certificate of Insurance demonstrating that Lessee maintains workers compensation coverage as required by
156 State law.

157 **16. ASSIGNMENT**

158 Lessee shall not assign this lease or sublet premises without the prior written consent of State, and any attempt
159 to assign or sublet without written consent shall be void and shall be a default in this lease. Lessee shall pay a
160 service charge to State for every assignment of this lease entered into by Lessee.

161 **17. TERMINATION**

162 This lease may be terminated as to all or part of premises when needed for public purposes, or when State
163 determines that it is in the public's best interest, upon giving of a 30-day written notice to Lessee of its intent to
164 terminate same. In the event of such termination, Lessee hereby waives all its rights to make a claim for any

165 losses or damages suffered thereby. If said lease is terminated by State prior to August 31st, 2011, State
166 agrees to reimburse Lessee for actual construction costs of improvements made upon the leased premises
167 between September 1st, 2001 and April 30th, 2003, as shown within the plans on Exhibit "B", attached hereto
168 and by reference made a part hereof. Reimbursement will be computed at 10% of actual cost due Lessee for
169 every year remaining under the term of said lease. (EXAMPLE: \$10,000.00 actual cost, 5 years left under lease
170 term equals reimbursement to Lessee of \$5,000.00).

171 If Lessee requests termination prior to lease expiration, the termination request may be granted by State upon
172 written request and upon receipt of payment in the form of a cashier's check or money order equal to one fourth
173 (1/4) the annual lease rate set forth in Section 2 or \$1,500 whichever is greater. Upon early termination, lessee
174 remains liable for all taxes per Section 9 of this lease. Depending on termination date, this could be tax for the
175 full year.

176 **18. ENTRY ONTO PROPERTY**

177 State specifically reserves the right to enter and occupy premises upon failure of Lessee to comply with any
178 provision of this lease. State also reserves the right to enter premises for purposes of inspection and to
179 determine whether Lessee is complying with the provisions of this agreement; to perform acts necessary or
180 proper for the protection, preservation, maintenance, reconstruction, and operation of adjacent State
181 Transportation Facility; and to perform acts necessary or proper in connection with the construction or
182 maintenance of adjacent State Transportation Facility. State also reserves the right to enter and take
183 possession of premises in case of national or other emergency for the purpose of preventing sabotage and
184 otherwise protecting its Transportation Facility. During such emergency occupation Lessee shall be relieved
185 from obligation to comply with the provisions of this lease.

186 **19. DEFAULT**

187 The following shall be events of default:
188

- 189 (a) Failure of Lessee to pay any rent or other charge within 15 days after it is due.
190
191 (b) Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the
192 payment of rent or other charges) within 10 days after written notice by State specifying the nature of the
193 default. If the default is of such a nature that it cannot be completely remedied within the 10 day period, this
194 provision shall be complied with if Lessee begins correction of the default within the 10 day period and

195 thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
196 (c) Filing of a voluntary or involuntary petition in bankruptcy, or filing of any proceeding to subject this lease
197 or the interest of Lessee herein to garnishment or sale under execution.

198 **20. REMEDIES FOR DEFAULT**

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

207 In the event of termination or retaking of possession following default, State shall be entitled to recover
208 immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the
209 lease term, the following amounts as damages: (1) The loss of rental from the date of default until a new
210 lessee is secured, or until the termination date of the lease, whichever is sooner; and, (2) The reasonable
211 costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of
212 Lessee's property, or any other expense occasioned by Lessee's default including but not limited to, any
213 repair costs, attorney fees and court costs.

214 **21. TIME**

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

218 **22. LEASE MODIFICATION**

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

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223 **23. SUCCESSORS & ASSIGNS**

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

226 **24. FEDERAL HIGHWAY ADMINISTRATION (FHWA) REGULATIONS**

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

232 **25. CIVIL RIGHTS (NON-DISCRIMINATION)**

233 Lessee, for itself and assigns, as part of the consideration hereof, does covenant and agree, as a covenant
234 running with the land, that (1) no person, on the grounds of race, color, or national origin, shall be excluded
235 from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of
236 premises; (2) that in connection with the construction of any improvements on premises, no discrimination shall
237 be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-
238 tier subcontractors, and first-tier subcontractors in the selection and retention of second-tier subcontractors; and
239 (3) that Lessee shall use premises in compliance with all other requirements imposed pursuant to Title 15,
240 Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce,
241 Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

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

245 **26. PRIOR LEASES/AGREEMENTS**

246 This lease is intended to supersede and/or replace all previous agreements, written or oral, entered into by the
247 parties hereto for the rental of premises.

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250 **27. "UNIFORM" ACT**

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

255 **28. SINGULAR/PLURAL**

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

258 **29. NOTICES**

259 The State (for notice) is:

260
261 **Right-of-Way Manager**
262 **Department of Transportation**
263 **355 Capitol St., NE, Room 420**
264 **Salem, Oregon 97301-3871**
265 **Phone: (503) 986-3600**
266 **FAX: (503) 986-3625**

267
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269 The Lessee (for notice is):

270
271 **Metropolitan Exposition-Recreation Commission**
272 **Oregon Convention Center**
273 **P.O. Box 2746**
274 **Portland, Oregon 97208**
275 **Phone No: _____**

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280 **30. COMPLETE AGREEMENT**

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

31. APPROVALS

ODOT REGION APPROVAL

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By _____
ODOT Region Manager
Date _____

By _____
Deolinda G. Jones, Right of Way Manager

FHWA FORMAT APPROVAL

Metropolitan Exposition-Recreation Commission
Oregon Convention Center

By _____
Title: _____
Date: _____

By _____
Title
By _____
Title

In Witness Whereof, the lessee has executed this instrument this ____ day of _____, 20____; if a
corporation lessee, it has caused its name to be signed and its seal, if any, affixed by an officer or other person
duly authorized to do so by order of its board of directors.

State of Oregon, County of _____

This instrument was acknowledged before me on _____, 20____, by _____ and
_____ as President and Secretary of Metropolitan Exposition-Recreation Commission/Oregon
Convention Center.

BEFORE ME:

Notary Public for Oregon
My Commission Expires: _____

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338 **STATE OF OREGON, County of Marion**
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340 _____, 20____. Personally appeared, Deolinda G. Jones, who being sworn, stated that she is the
341 Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily
342 signed on behalf of the State of Oregon by authority delegated to her.

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345
346 **BEFORE ME:**

347
348 _____
349 Notary Public for Oregon
350 My Commission expires: _____

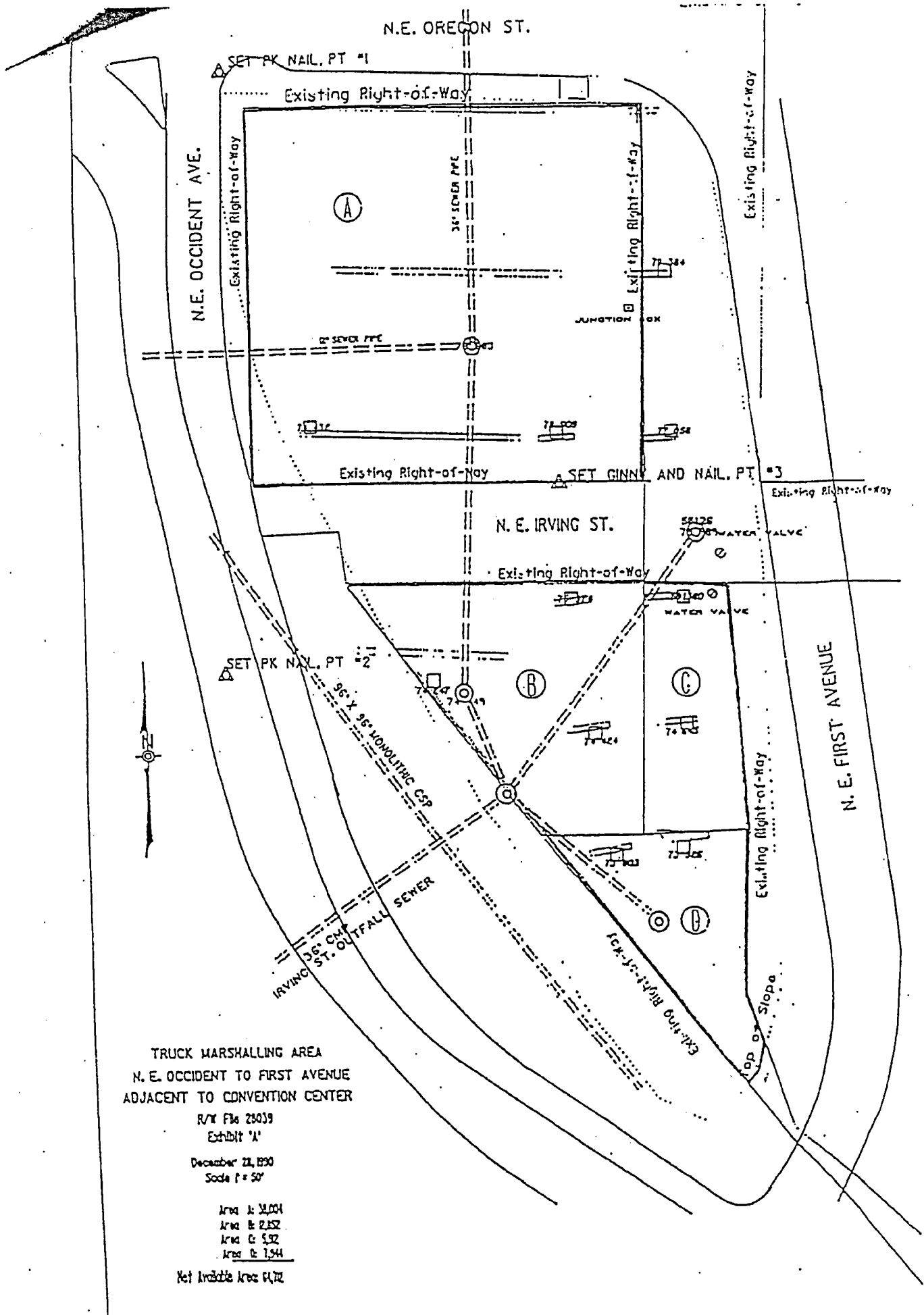
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355 Lessee Federal Tax I.D. or Social Security No.: _____

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

End of Lease Document

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TRUCK MARSHALLING AREA
 N. E. OCCIDENT TO FIRST AVENUE
 ADJACENT TO CONVENTION CENTER

R/Y File 26039
 Exhibit 'A'

December 21, 1950
 Scale 1" = 50'

Area A: 34,004
 Area B: 2,152
 Area C: 5,382
 Area D: 7,544

Net Available Area 49,082

EXHIBIT B
R/W File #: 28039LA

**Actual construction costs of improvements made on leased premises
between September 1, 2001 and April 30, 2003 include**

New Fence at Oregon	\$20,000
New Gate and Operator	\$ 6,000
New Electrical Services	\$ 4,000
New Lighting	\$ 8,000
Landscaping	\$ 4,000
Management Costs	\$ 7,500
Total:	\$50,000 (estimated)