



Elizabeth Comfort
Finance Director

Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

October 3, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Sublease Agreement with American Property Management for the Justice Court parking lot spaces. Total value is \$2,716.80 for 1 year. Funding is through Justice Court Fees and Fines. No County General Funds are involved.

Previous Board Action/Review	Briefed annually for this recurring parking space sublease for five (5) parking spaces located on the Clackamas Town Center Mall property. Presented at the Oct. 1, 2024 Issues meeting.		
Performance Clackamas	The continued leasing of this project will ensure safe and healthy communities and assists in growing a vibrant economy.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Jeff Jorgensen	Contact Phone	971-221-8033

EXECUTIVE SUMMARY: Clackamas County has requested additional parking spaces for use by Justice Court staff since 2019 at 11750 SE 82nd Avenue, Suite D, Happy Valley, Clackamas County Oregon. The additional five (5) parking spaces are provided by a sublease agreement with Weston Investments dba American Property Management with Brookfield Properties, which are the owners of the Clackamas Town Center Mall.

The requested five (5) parking spaces are used by Justice Court staff to allow the public to use the approximate twenty-four (24) non-assigned parking spaces in the parking lot along the front to of the Justice Court facility. These five (5) sub-leased parking spaces allows the public to park close to the Justice Court facility and easily adjudicate traffic violations and civil cases.

RECOMMENDATION: Staff recommends that the Board approve execution of the annual sublease agreement for the five (5) parking spaces.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Director Finance

For Filing Use Only

AMERICAN PROPERTY MANAGEMENT

Parking Sublicense Agreement

1. PARTIES

This Parking Sublicense Agreement, dated April 9, 2024, is made between Weston Investment Co. LLC; dba, American Property Management ("Sublicensor"), and Clackamas County, a Municipal Subdivision of the State of Oregon ("Sublicensee").

2. MASTER LICENSE AGREEMENT

Sublicensor is the Licensee under a written Event Agreement dated January 19, 2024, wherein Clackamas Mall LLC ("Owner") granted a license to Sublicensor for the parking use of a portion of the parking lot located in the City of Clackamas, County of Clackamas, State of Oregon, described and identified in Exhibit "A" of the Event Agreement attached ("Master License Agreement"). Said Event Agreement is referred to as the "Master License Agreement" and is attached hereto as Exhibit "A".

3. PARKING

Sublicensor hereby sublicenses to Sublicensee on the terms and conditions set forth in this Parking Sublicense Agreement the following portion of the Master Premises ("Premises"): Five (5) unreserved parking spaces in the Assigned Location described in the Exhibit A attached.

4. WARRANTY BY SUBLICENSOR

Sublicensor warrants and represents to Sublicensee that the Master License Agreement has not been amended or modified except as expressly set forth herein, that Sublicensor is not now, and as of the commencement of the Term hereof will not be, in default or breach of any of the provisions of the Master License Agreement, and that Sublicensor has no knowledge of any claim by Licensor that Sublicensor is in default or breach of any of the provisions of the Master License Agreement. Sublicensor further warrants and represents that Licensor has granted Sublicensor permission to enter into this Parking Sublicense Agreement.

5. TERM

The Term of this Parking Sublicense Agreement shall commence on January 1, 2024 ("Commencement Date"), or when Licensor consents to this Parking Sublicense Agreement (if such consent is required under the Master License Agreement), whichever shall last occur, and shall end on December 31, 2025 ("Termination Date"), unless otherwise sooner terminated in accordance with the provisions of this Parking Sublicense Agreement. Use of five (5) unreserved parking spaces ("Possession") shall be delivered to Sublicensee on the commencement of the Term. If for any reason Sublicensor does not deliver Possession to Sublicensee on the commencement of the Term, Sublicensor shall not be subject to any liability for such failure, the Termination Date shall not be extended by the delay, and the validity of this Parking Sublicense Agreement shall not be impaired, but rent shall abate until delivery of Possession.

6. RENT

Minimum Rent. Sublicensee shall pay to Sublicensor as minimum rent, without deduction, set off, notice, or demand, at American Property Management, Attn. Larry Bricker, 2154 NE Broadway Suite #200, Portland, OR 97232, or at such other place as Sublicensor shall designate from time to time by notice to Sublicensee, the sum of one hundred ten and 40/100 dollars (\$110.40) per month from January 2024 through December 2024 and the sum of one hundred sixteen dollars (\$116.00) per month from January 2025 through December 2025, in advance on the first day of each month of the Term. The maximum annual total payments authorized under this Parking Sublicense Agreement shall not exceed the sum of two thousand seven hundred sixteen and 80/100 dollars (\$2,716.80).

7. USE OF PREMISES

The Premises shall be used and occupied only for Permitted Use described in the attached Master License Agreement and for no other use or purpose.

8. ASSIGNMENT AND SUBLETTING

Sublicensee shall not assign this Parking Sublicense Agreement or further sublet all or any part of the Premises.

OTHER PROVISIONS OF PARKING SUBLICENSE AGREEMENT

Sublicensee may only use five (5) unreserved parking spaces in accordance with the terms and conditions of the Master License Agreement.

[Handwritten signature]
6-14-2024

10. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Parking Sublicense Agreement, each party shall be responsible for its own attorneys' fees and expenses.

11. **NOTICES**

All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Sublicensor to Sublicensee shall be sent by United States Mail, postage prepaid, addressed to the Sublicensee at the Premises, and to the address hereinbelow, or to such other place as Sublicensee may from time to time designate in a notice to the Sublicensor. All notices and demands by the Sublicensee to Sublicensor shall be sent by United State Mail, postage prepaid, addressed to the Sublicensor at the address set forth herein, and to such other person or place as the Sublicensor may from time to time designate in a notice to the Sublicensee.

To Sublicensor: Weston Investment Co. LLC; dba, American Property Management, 2154 NE Broadway, Suite #200
Portland, OR 97232

To Sublicensee: Clackamas County, 1710 Red Soils Court #200, Oregon City, OR 97045

12. **COMPLIANCE**

The parties hereto agree to comply with all applicable federal, state and local law, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and the Americans With Disabilities Act.

13. **TERMINATION**

In addition to the termination provisions of the Master License Agreement, Sublicensee may terminate this Parking Sublicense Agreement effective December 31, 2024, upon receipt of thirty (30) days written notice to Sublicensor.

14. **INDEMNIFICATION**

Any obligation of Sublicensee to indemnify, hold harmless and defend another party shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Sublicensee or Sublicensee's employee or agents.

Sublicensor Initials *[Handwritten Signature]* Sublicensee initial _____

15. LIMITATION OF LIABILITIES

This Parking Sublicense Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

Sublicensor: Weston Investment Co, LLC; dba,
American Property Management
By: [Signature]
Name: Douglas D. Lindholm
Title: Senior Vice President of Commercial Property
Date: 5-17-2024

Sublicensee: Clackamas County, a Municipal Subdivision
of the State of Oregon
By: _____
Name: _____
Title: _____
Date: _____

S:/District 004 (Sue)/Correspondence/Clackamas Corner, Parking Sublicense Agreement (4.9.24).docx

Approved as to form:

[Signature] 09/10/2024

Assistant County Counsel

EXHIBIT "A"

DocuSign Envelope ID: 4300DB63-D867-4A04-9BAB-F45C23D14468

Brookfield Properties

EVENT AGREEMENT (Single Shopping Center)

This Event Agreement ("Agreement") is made as of this day, Friday, January 19, 2024, ("Effective Date") by and between the owner that have executed this Agreement ("Owner") and Weston Investment Co ("Organizer").

WHEREAS, Owner owns the Shopping Center listed on Exhibit A ("Shopping Center"), or pursuant to certain agreements with the Owner, Owner has the right to contract for and provide the services described herein to the Shopping Center, and has engaged affiliate Brookfield Properties Retail Inc. to provide the Services as further set forth herein and in Exhibit A.

WHEREAS, Organizer seeks to conduct an event in a portion of the common area of the Shopping Center as more particularly described herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **TERM.** The "Term" of this Agreement shall begin on the Effective Date and shall terminate on the "Expiration Date" specified on Exhibit A. The Event (as hereinafter defined) shall be conducted during the "Event Term" specified on Exhibit A.
2. **EVENT.** During the Event Term, Organizer shall conduct the event described on Exhibit A in a portion of the common area of the Shopping Center more particularly described on Exhibit A ("Premises"). Any activities conducted and/or exhibition of any displays, sets, signs, decorations, materials, advertising collateral and/or equipment of Organizer specified on Exhibit A (collectively the "Event Elements") during the Event Term shall be collectively referred to herein as the "Event". If storage of any Event Elements is included in the services and/or benefits provided Owner as more particularly specified on Exhibit A ("Services"), the Premises is deemed to include the area(s) in which such Event Elements are stored.
3. **EVENT FEE.** In consideration for the rights granted by Owner under this Agreement, Organizer agrees to pay the "Event Fee" to "Payee" at the address and pursuant to the payment schedule, all as set forth on Exhibit A.

If the Event Fee, or any portion thereof, is not paid within ten (10) days of when due, the unpaid balance of all, or the then due portion, of the Event Fee will be assessed a service fee of one and one-half percent (1.5%) per month to the extent allowed by law. Owner will have the right to suspend and/or terminate the Services and Organizer's access to the Premises if Organizer fails to timely pay Payee in accordance with the terms of this Agreement. If it becomes necessary for Owner to remove any or all elements of the Event and/or other personal property of Organizer from the Premises as a result of Organizer's default, Organizer shall reimburse Owner for all reasonable costs incurred in connection therewith upon fifteen (15) days' written notice. If Organizer fails to satisfy the obligations required to gain access to the Premises as provided in Sections 4A, 4B and 4C of this Agreement, Organizer shall not be relieved of its obligation to pay the Event Fee.

4. **ORGANIZER'S OBLIGATIONS.**
 - A. **Submission of Event Elements.** By the "Delivery Date" specified on Exhibit A, Organizer agrees to deliver to Owner all Event Elements specified on Exhibit A, which may include without limitation camera-ready artwork, advertising collateral, display or set designs, signs, copy, electronic files, activity plans and schedules, promotional materials and/or samples to be distributed and/or such other materials, logos, trademarks and designs to be used in connection with the Event, as are necessary for Owner to approve the Event and provide the Services pursuant to this Agreement.
 - B. **Permits.** Organizer shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Shopping Center, any and all licenses, permits, bonds or other authorizations necessary to conduct the Event as contemplated under this Agreement. Organizer will notify Owner immediately if Organizer fails to obtain the required permits and licenses prior to commencement of the Event. A copy of any required permits or licenses shall be provided to Owner prior to commencement of the Event and the provision of such permits or licenses to Owner is a condition precedent to any access to the Premises.
 - C. **Insurance.** Organizer shall provide the insurance coverage set forth on Exhibit B attached hereto and deliver to Owner a certificate of insurance described therein prior to commencement of the Event.
 - D. **Event Set-up and Operation.** Organizer shall have the sole responsibility of conducting the Event, which may include the erection and installation of any Event Elements authorized by Owner, unless erection and installation are included in the Services. Organizer shall install the Event Elements and promptly repair at its sole cost and expense any damage to the Shopping Center caused by Organizer, any contractors or other providers of Organizer, exhibitors and/or participants in the Event (each a "Contractor" and collectively the "Contractors"), or their respective employees, agents, affiliates or

1/19/2024
Deal ID: S0958684
Form: 10/2023

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American Property Management Clackamas Town Center
Christine Javier

Brookfield Properties

subcontractors in connection with the set-up of the Event. Organizer shall maintain the Event Elements and conduct the Event solely on the Premises in a clean and orderly manner that exemplifies a first-class shopping center. In no event shall Organizer, any Contractor or any of their employees, agents, affiliates, subcontractors or suppliers (collectively "Organizer Parties") hawk or otherwise create a nuisance in the Shopping Center.

- E. **Removal of Event Elements.** Upon the earlier of the expiration of the Event Term or termination of this Agreement, Organizer shall remove all Event Elements from the Premises, repair damage caused by such removal and peaceably yield up to Owner the Premises in good order, repair and condition. Until such time as all Event Elements are removed, Organizer's obligations shall continue as set forth in this Agreement. In the event Organizer does not remove all Event Elements at the expiration of the Event Term or earlier termination of this Agreement, Owner shall provide Organizer with written notice of Organizer's failure to remove the Event Elements from the Premises. Such written notice shall provide Organizer with one (1) day for the purpose of removing the Event Elements from the Premises ("Notice Period"). In the event Organizer does not remove any or all of the Event Elements within the Notice Period, Owner shall have the right, in its sole and absolute discretion, to either remove and store the Event Elements or dispose of the Event Elements at Organizer's sole cost and expense. Organizer shall have no claim against Owner for such removal, storage and/or disposal.
 - F. **Compliance With Law.** Organizer agrees to perform all of its obligations under this Agreement in a professional manner and shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, codes and other governmental requirements.
 - G. **Acknowledgement.** Organizer acknowledges and agrees that Owner's ability to provide access to the Premises and the Services is contingent upon Organizer's timely performance of Organizer's obligations under this Agreement and Organizer's failure to perform any of its obligations shall be a material breach of this Agreement.
5. **OWNER'S OBLIGATIONS.** Owner shall review and approve in writing, in its sole discretion, all Event Elements. Owner reserves the right during the Term to reject any or all Event Elements for any reason or no reason and to curtail or regulate any or all Event Elements including without limitation sound levels thereof and Organizer Parties, at Organizer's expense. Subject to Organizer's obligations set forth in Section 4 of this Agreement and Owner's approval of the Event, Owner shall provide to Organizer and each authorized Contractor access to the Premises during the Event Term in accordance with this Agreement. Organizer and each authorized Contractor shall be allowed access to, and use of, the loading dock and parking lot at reasonable times, as determined by Owner and as needed to perform Organizer's obligations under this Agreement. Owner shall also provide to Organizer the Services.
6. **CONTRACTORS.** Organizer shall be responsible to procure any and all Contractors necessary for the Event. Organizer shall supply Owner with a list of all proposed Contractors at least five (5) business days prior to commencement of the Event. The list shall specify the names, addresses and type of each Contractor. Organizer agrees that only Contractors approved by Owner in writing will be permitted to enter the Premises. Organizer acknowledges and agrees that Owner shall not approve of, or permit, any such Contractor to enter the Premises, until Owner has received from each Contractor (i) a certificate of insurance evidencing insurance coverage set forth on Exhibit B attached hereto satisfactory to Owner and (ii) an original of Exhibit C signed by an authorized representative of each Contractor, without any modification. Any exception or modification to the foregoing requirements shall be in Owner's sole and absolute discretion.
7. **INTELLECTUAL PROPERTY RIGHTS.**
- A. Each party owns and shall retain all right, title and interest in and to its trademarks and service marks (collectively "Marks"). Neither party shall, in any way during the Term or thereafter, directly or indirectly do or cause to be done any act or thing contesting or in any way challenging any part of the other party's right, title and interest in such party's Marks. Without the prior written consent of Owner, Organizer shall not, while this Agreement is in effect or thereafter, use or permit the use of Owner's name or the name of any affiliate of Owner, or the name, address or any picture or likeness of, or reference to, the Shopping Center in any advertising, promotional, or other materials.
 - B. Owner may make still, digital, video and/or photographic images or recordings of the Shopping Center which may include the Event Elements, Organizer's Marks and/or other materials of Organizer's displayed at the Shopping Center during the Term. Owner shall have the right to use such images or recordings for purposes of promoting the Shopping Center and marketing activities at the Shopping Center.
8. **REPRESENTATIONS AND WARRANTIES.**
- A. Organizer represents and warrants that (i) the production, operation, broadcasting, advertising and promotion of the Event and the use of the Event Elements as provided in this Agreement will not violate the trademark rights, copyrights, the right of privacy or publicity or constitute a libel or slander, or involve plagiarism or violate any other rights of any person or entity; (ii) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Organizer's full performance hereof; and (iii) it has inspected the Premises and acknowledges that such area is safe and suitable for the Event contemplated hereunder.
 - B. Owner represents and warrants that it has the full right and legal authority to enter into and fully perform this Agreement in

Brookfield Properties

accordance with its terms and there are and shall be no agreements (oral or written) which conflict with Owner's full performance hereof.

9. INDEMNIFICATION.

- A. Organizer shall indemnify, hold harmless, defend and reimburse Owner, including Owner's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and for all claims, losses, damages, liabilities, expenses, encumbrances, attorneys' fees and litigation expenses (collectively "Claims") which arise or are alleged to arise wholly or partly out of: (i) any violation of this Agreement by Organizer or any Contractor; or (ii) any negligence or intentional misconduct or other action or omission of any of the Organizer Parties. Without limiting the generality of the foregoing, such Claims include matters involving: (a) bodily or personal injury, sickness or disease or death of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time; (b) losses of, or damage to, personal, intangible or real property of any of the Organizer Parties, the Indemnified Parties or third parties who are in or may be in the Shopping Center from time to time (including reduction in value and loss of use or income); (c) employer-employee relations of the Organizer Parties; (d) infringement of any intellectual property or proprietary rights; or (e) claims for express or implied indemnity or contribution arising by reason of any Claims.
- B. Owner shall indemnify, hold harmless, defend and reimburse Organizer, including Organizer's parent companies, subsidiaries and affiliates, and their respective employees, officers, members, partners and directors, from and for all Claims which arise or are alleged to arise out of: (i) Owner's breach of any of its representations, warranties or obligations under this Agreement; or (ii) Owner's negligence or intentional misconduct or other action or omission of Owner, its affiliates, subcontractors, employees and agents.
- C. This Section 9 shall survive the expiration or earlier termination of this Agreement, and shall not be construed to provide for any indemnification which would, as a result thereof, make the provisions of this Section 9 void, or to eliminate or reduce any other indemnification or right which any indemnitee has by law.

- 10. **LIMITATION ON LIABILITY.** Organizer hereby agrees to be solely responsible for any loss or damage to the Event Elements and any other equipment or property of Organizer or the Contractors or injury to any of the Organizer Parties resulting from the use of the Premises, except to the extent such loss or damage is caused by the gross negligence of Owner. Owner shall not be liable to any of the Organizer Parties for any loss or damage to any property of any Organizer Parties, including without limitation for any removal of such property by Owner during the Event Term or upon the earlier of the expiration of the Event Term or termination of this Agreement. Except as specifically provided in this Section 10, Organizer waives any claim against Owner for any damage to any property of the Organizer Parties and will obtain a similar waiver from any Contractor.

No representation, guarantee, assurance or warranty is made or given by Owner that the security procedures used by Owner, if any, will be effective to prevent (i) injury to Organizer, any Contractor, guests, or any other person who is or may be in the Shopping Center from time to time or (ii) damage to, or loss (by theft or otherwise) of any property of the Organizer Parties or of the property of any other person who is or may be in the Shopping Center from time to time.

ORGANIZER EXPRESSLY UNDERSTANDS AND AGREES THAT OWNER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, LOSS OF DATA, LOSS OF AIR TIME, OR OTHER INTANGIBLE LOSSES (EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THE AGGREGATE LIABILITY OF OWNER FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES ACTUALLY INCURRED UP TO, BUT NOT TO EXCEED, THE AMOUNT ACTUALLY PAID BY ORGANIZER TO PAYEE UNDER THIS AGREEMENT.

- 11. **RELOCATION; REMOVAL.** Owner has the right in its sole discretion to relocate the Premises within the Shopping Center for any reason, including but not limited to remodeling or construction, whether temporarily or permanently. In the event of such relocation Owner shall provide Organizer with notice of the relocation and shall make reasonable efforts to relocate the Premises at Owner's expense to a location within the Shopping Center that offers comparable exposure to Organizer, as determined by Owner. If it is not feasible to relocate as determined by Owner, Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term. Such reimbursement shall be the sole and exclusive remedy available to Organizer in the event relocation of the Premises is not feasible.

During the Event Term, Owner has the right in its sole discretion to remove any or all Event Elements for any reason, including without limitation default by Organizer, or no reason. Owner shall reimburse to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term for any removal not caused by Organizer's breach of this Agreement. Such reimbursement shall be the sole and exclusive remedy available to Organizer for such removal of any or all elements of the Event.

12. **TERMINATION; FAILURE TO PERFORM.**

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- A. **Termination for Cause.** Unless cured within ten (10) business days of the alleged breach (but in no event later than one (1) business day prior to commencement of the Event) either party may terminate this Agreement upon notice if the other party commits a material breach of this Agreement; or at any time upon written notice if the other party ceases its business operations, becomes insolvent or unable to pay its debts as they mature, makes a general assignment for the benefit of its creditors, is the subject of an appointment of a receiver or trustee for its business at the Shopping Center, or files or has filed against it proceedings under any provision of the United States Bankruptcy Code, as codified at 11 U.S.C. Sections 101, *et seq.* or similar law, as such may be amended from time to time. Any such notice of termination shall identify the Shopping Center to which it applies and specify the alleged breach or cause in reasonable detail. In the event of termination of this Agreement by Owner pursuant to this Subsection 12A, in addition to any other remedies available to Owner at law, in equity or otherwise, Organizer shall pay to Owner the Event Fee.
- B. **Termination without Cause.** Owner may terminate this Agreement immediately upon notice to Organizer at such time as Owner may elect without cause. If Owner terminates this Agreement without cause, Owner shall refund to Organizer the unearned portion of the Event Fee paid to Owner based on the remaining portion of the Term.
13. **GENERAL PROVISIONS.**
- A. **Entire Agreement.** This Agreement, which includes the exhibits referenced herein and attached hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, representations, warranties, understandings and commitments of the parties, whether oral or written, with respect thereto.
- B. **Assignment.** This Agreement may not be assigned, in whole or in part, by the Organizer without the prior written consent of Owner. Owner may freely assign this Agreement to any affiliate or to any other assignee, provided that any such assignee (other than an affiliate) agrees in writing to fulfill all obligations of Owner under this Agreement.
- C. **Audit.** This Section shall apply if the Event Fee is based on a percentage of Organizer's sales. At any time during the Term and for one (1) year after the Expiration Date, Owner shall have the right, upon reasonable notice to Organizer to inspect and/or audit the records of Organizer directly related to the calculation of the percentage rent to verify the accuracy of any information provided by Organizer to Owner. Such inspection shall occur at Organizer's headquarters during mutually agreed upon dates and times during regular business hours.
- D. **Notices.** All notices, requests and approvals required under this Agreement must be in writing and addressed to the other party's designated contact for notice as set forth on Exhibit A, or to such other address as such party designates in writing. All such notices, requests and approvals will be deemed to have been given either when personally delivered or upon delivery by either registered or certified mail, postage prepaid with return receipt requested, or by a recognized commercial courier service providing proof of delivery or, in the absence of delivery, on the date of mailing. Every notice shall identify the Shopping Center to which it applies. The provisions of this Section 13C shall survive termination of this Agreement.
- E. **Governing Law; Disputes.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Shopping Center is located without regard to its choice of law or conflicts of laws provisions. The parties hereby waive trial by jury. If either party shall institute any action or proceeding against the other relating to the provisions of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover all reasonable costs and attorneys' fees from the unsuccessful party.
- F. **Reformation and Severability.** If any provision or term of this Agreement shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties as expressed herein, and if such a modification is not possible, that provision shall be severed from this Agreement, and in either case the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
- G. **Waivers; Modification; Amendment.** No waiver, modification or amendment of any term or condition of this Agreement shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment and the Shopping Center to which it applies. The failure of a party at any time to exercise any of its rights or options under this Agreement shall not be construed to be a waiver of such rights or options or prevent such party from subsequently asserting or exercising such rights or options, nor shall it be construed, deemed or interpreted as a waiver of, or acquiescence in, any such breach or default or of any similar breach or default occurring later.
- H. **Independent Contractor.** The parties are independent contractors with respect to one another and to this Agreement and shall not be construed to be the agent of the other under any circumstances. Neither party shall make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of, or on behalf of, the other or be obligated by or have any liability under any agreement or representations made by the other that are not expressly authorized in writing.
- I. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement, except

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for the obligation to pay, if such delay or failure is caused by a force beyond such party's control.

- J. **Counterparts.** This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement electronically or by facsimile shall also deliver a manually executed counterpart of this Agreement; provided, however, the failure to deliver a manually executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

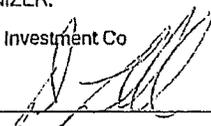
IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

ORGANIZER:

Weston Investment Co

By:

Its:

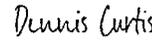
 1-23-24
 Sr VP of Commercial Property

OWNER:

CLACKAMAS MALL L.L.C.,
a Delaware limited liability company

By:

Authorized Signatory



Brookfield Properties

EXHIBIT A

1. SHOPPING CENTER; EVENT TERM.

Owner Entity: CLACKAMAS MALL L.L.C.
 Property Name: Clackamas Town Center
 12000 S.E. 82ND AVE
 SUITE 1093
 HAPPY VALLEY, Oregon 97086-7736
 Attn: Kristen Davis
 p: +1 (503) 6536613
 e: kristen.davis1@bpretail.com

Date / Time	Location(s) /Event Elements
01/01/2024 - 12/31/2025	Clackamas Town Center (3841) - Creativity 3 / Creativity
01/01/2024 - 12/31/2025	Clackamas Town Center (3841) - North Parking Stalls - Neighborhood Parking ONLY(2) / Event - Parking Lot Event

2. EXPIRATION DATE. 12/31/2025

3. EVENT.

Parking for employees of 'Clackamas Corner' in designated Clackamas Town Center parking field. Owner shall have option to terminate contract at one year, provided owner gives tenant no less than 30-days advance notice of termination. Owner shall have right to relocate tenant, within shopping center parking field, provided owner gives tenant 5-days advance notice.

4. EVENT FEE; PAYMENT SCHEDULE.

Total Fees: \$13,584.00

	Invoice Date	Due Date	Amount	Sales Tax	Total Amount
Pymt 1:	1/1/2024	1/1/2024	\$552.00	\$0.00	\$552.00
Pymt 2:	2/1/2024	2/1/2024	\$552.00	\$0.00	\$552.00
Pymt 3:	3/1/2024	3/1/2024	\$552.00	\$0.00	\$552.00
Pymt 4:	4/1/2024	4/1/2024	\$552.00	\$0.00	\$552.00
Pymt 5:	5/1/2024	5/1/2024	\$552.00	\$0.00	\$552.00
Pymt 6:	6/1/2024	6/1/2024	\$552.00	\$0.00	\$552.00
Pymt 7:	7/1/2024	7/1/2024	\$552.00	\$0.00	\$552.00
Pymt 8:	8/1/2024	8/1/2024	\$552.00	\$0.00	\$552.00
Pymt 9:	9/1/2024	9/1/2024	\$552.00	\$0.00	\$552.00
Pymt 10:	10/1/2024	10/1/2024	\$552.00	\$0.00	\$552.00
Pymt 11:	11/1/2024	11/1/2024	\$552.00	\$0.00	\$552.00
Pymt 12:	12/1/2024	12/1/2024	\$552.00	\$0.00	\$552.00
Pymt 13:	1/1/2025	1/1/2025	\$580.00	\$0.00	\$580.00
Pymt 14:	2/1/2025	2/1/2025	\$580.00	\$0.00	\$580.00
Pymt 15:	3/1/2025	3/1/2025	\$580.00	\$0.00	\$580.00
Pymt 16:	4/1/2025	4/1/2025	\$580.00	\$0.00	\$580.00
Pymt 17:	5/1/2025	5/1/2025	\$580.00	\$0.00	\$580.00
Pymt 18:	6/1/2025	6/1/2025	\$580.00	\$0.00	\$580.00
Pymt 19:	7/1/2025	7/1/2025	\$580.00	\$0.00	\$580.00

1/19/2024
Deal ID: S0958684
Form: 10/2023

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Pymt 20:	8/1/2025	8/1/2025	\$580.00	\$0.00	\$580.00
Pymt 21:	9/1/2025	9/1/2025	\$580.00	\$0.00	\$580.00
Pymt 22:	10/1/2025	10/1/2025	\$580.00	\$0.00	\$580.00
Pymt 23:	11/1/2025	11/1/2025	\$580.00	\$0.00	\$580.00
Pymt 24:	12/1/2025	12/1/2025	\$580.00	\$0.00	\$580.00

Revenue Account Code: 42505 Events, Sampling & Tours
42575 Creativity

5. PAYEE(S); ADDRESS(ES) OF PAYEE(S).

CLACKAMAS MALL L.L.C.
CLACKAMAS TOWN CENTER
PO BOX 860117
MINNEAPOLIS, Minnesota 55486-0117

6. DELIVERY DATE. 1/1/2024 - Tenant already occupies property.

7. EVENT ELEMENTS.

25 Parking Spaces

8. SERVICES.

Obligations of Owner:

Will provide access to property and 25 parking spaces.

Owner will be responsible for providing the following services and/or benefits to Organizer:

Owner Production/Construction of Materials Responsibilities:

N/A

Owner Installation of Materials Responsibilities:

Provide 25 parking spaces

Owner Maintenance of Materials Responsibilities:

N/A

Owner Removal of Materials Responsibilities:

N/A

Owner Return of Materials Responsibilities:

N/A

Number of Electrical Outlets Required: 0 Descriptions of Electrical Outlets Required:
N/A

Number of Tables Required: 0 Description of Tables Required:
N/A

Number of Chairs Required: 0 Description of Chairs Required:
N/A

Number of Security Guards Required: 0 Description of Security Guards Required:
N/A

Number of Platforms/Stages Required: 0 Description of Platforms/Stages Required:
N/A

Table Skirting Required: n/a

Obligations of Organizer:

- Utilize parking lot as outlined.
- Submit all required documents prior to event start date, including but not limited to Executed Agreement, Payment and

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Certificate of Insurance.

- Responsible for returning the space back to original condition. Liable for any damages.

Organizer will be responsible for providing the following services and/or benefits to Owner:

Organizer Production/Construction of Materials Responsibilities:

N/A

Organizer Installation of Materials Responsibilities:

N/A

Organizer Maintenance of Materials Responsibilities:

N/A

Organizer Removal of Materials Responsibilities:

N/A

Organizer Return of Materials Responsibilities:

N/A

9. NOTICE ADDRESSES.

(a)

Owner:

c/o Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: VP, Strategic Partnership

With copy to:

Brookfield Properties Retail Inc.
350 N. Orleans St. Suite 300
Chicago, IL 60654-1607
Attn: Legal Department - Corporate Contracts and
Securities

(b)

Organizer:

Weston Investment Co
2154 NE BROADWAY SUITE 200
PORTLAND, Oregon 97232
FEIN: 93-0475156
Phone: (503) 281-7779

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EXHIBIT B INSURANCE REQUIREMENTS

REQUIRED INSURANCE

Organizer and Contractor shall furnish and maintain in effect during the Term of the Agreement the insurance coverage described below:

General Liability	\$1,000,000 Occurrence/\$1,000,000 Aggregate except the Events set forth below which shall be as follows	
	Type of event	Standard GL Occurrence / Aggregate Requirement
	Dances	\$1,000,000 / \$3,000,000
	Petting Zoos	\$1,000,000 / \$3,000,000
	Vehicle Display Events	\$1,000,000 / \$3,000,000
	Vehicle Driven Events	\$2,000,000 / \$5,000,000
	Food Truck Events	\$2,000,000 / \$5,000,000
	Specialty Markets	\$2,000,000 / \$5,000,000
	Walks/Races	\$2,000,000 / \$5,000,000
	Camivals	\$5,000,000 / \$5,000,000
	Circuses	\$5,000,000 / \$5,000,000
	Concerts (> 1500 attendees)	\$5,000,000 / \$5,000,000
	Dunk Tank	\$5,000,000 / \$5,000,000
	Rock Climbing	\$5,000,000 / \$5,000,000
	E-cycling	\$2,000,000 / \$2,000,000
	Medical Testing/Consultation	\$1,000,000 / \$2,000,000
	Health Screenings	\$1,000,000 / \$2,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000
	Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.	
Professional Liability (Medical Malpractice)	Medical Testing/Consultation	\$1,000,000 / \$3,000,000
	Health Screenings	\$1,000,000 / \$3,000,000
	Shots**(i.e. flu, etc.)	\$1,000,000 / \$3,000,000
	** Organizer shall ensure that all shots are administered by a registered health professional (e.g. LPN, RN, Physician's Assistant, etc.).	
Automobile Liability	\$1,000,000 Combined Single Limit	
Workers' Compensation Employers' Liability	Statutory	
	\$500,000 Each Accident	
	\$500,000 Disease, Policy Limit	
	\$500,000 Disease, Each Employee	
	OR	
	\$500,000 Each Accident	
	\$500,000 Disease, Policy Limit	
	\$500,000 Disease, Each Employee	
	(for Monopolistic States)	
	Evidence of Monopolistic State Coverage	
	Stop Gap Employers' Liability	
	\$500,000 Occurrence/Aggregate	
Liquor Liability, or a combination of Liquor Liability and Follow Form Umbrella Liability or Follow Form Excess Liability: (if alcohol is served)	Not Less Than \$5,000,000 Per Occurrence	
	This insurance shall include, but not be limited to, coverage for liability arising from premises, operations, independent contractors, and liability assumed under an insured contract.	
	Any Deductible or Self Insured Retention associated with this insurance in excess of \$5,000 requires Owner's written consent.	

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POLICY REQUIREMENTS.

The insurance required of Organizer and Contractor shall be issued by an insurer or insurers lawfully authorized to do business in the jurisdiction in which the Event(s) is located, and maintaining an AM Best rating of at least A- VII.

The General Liability Insurance, Automobile Liability Insurance, Liquor Liability insurance, and the Follow Form Umbrella Liability Insurance or Follow Form Excess Liability Insurance shall name, as "Additional Insureds", Brookfield Properties Retail Holding LLC, Brookfield Properties Retail Inc. and Shopping Center Owner Entity (exactly as identified on Exhibit A). All Insurance policies required by this Agreement shall contain waivers of any and all rights of subrogation against the Additional Insureds, and the Liability Insurance policies required by this agreement shall contain either a cross-liability endorsement or separation of insureds provision, which provision shall permit the limits of liability under Organizer's policies to apply separately to each Additional Insured.

All Insurance policies required by this Agreement shall state that they are primary and not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insureds with respect to the negligence of Organizer, its employees, agents, contractors and/or subcontractors.

Organizer and Contractor, for both themselves and on behalf of the "Additional Insureds", shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible or self-insured retention, including any loss not covered because of the operation of such deductible or self-insured retention.

Before any Event, the Shopping Center shall be furnished valid and original certificate(s) of insurance evidencing that all required insurance coverages are in force. All insurance policies required in the Agreement shall not be allowed to be cancelled, allowed to lapse or substantially modified without thirty (30) days' prior written notice to Owner, except for non-payment of premium for which ten (10) days notice shall be provided.

Compliance with the insurance requirements of this Agreement shall not be relieved by Owner's, or any Shopping Center's, receipt or review of any insurance certificates.

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EXHIBIT C CONTRACTOR HOLD HARMLESS AGREEMENT

The undersigned, _____
("Contractor"), in connection with the _____
("Event") to be conducted at _____ (the "Shopping Center") during the Event Term
specified in that certain Event Agreement dated _____ by and between the Owner that has executed this Agreement ("Owner")
and Weston Investment Co ("Organizer") will indemnify, protect, defend and hold harmless Owner, Owner's parent companies, subsidiaries
and affiliates, and their respective employees, officers, members, partners and directors, ("Indemnified Parties") from and against any and
all claims, damages, actions, liabilities and expenses, including, without limitation, reasonable attorneys' fees and court costs arising from
or in connection with the acts or omissions of the undersigned, its officers, agents, partners, affiliates, contractors, or employees
(collectively "Contractor Parties") in connection with the Event and/or the presence of Contractor Parties at the Shopping Center. Contractor
waives any claim against any and all of the Indemnified Parties for any damage to Contractor's property while at the Shopping Center.

Contractor: _____
Name: _____
Date: _____
If a corporation _____
By: _____