



Department of Finance

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

September 21, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Lease of Commercial Space at the Abernethy Property to house the CCSO Marine Patrol Unit. Total value is \$211,922.02 with the first year (Base) at \$68,563.20 and an annual cost increase of three percent (3%) per year for a three (3) year term. Funding is through County General Fund.

Previous Board Action/Review	Briefed at Issues September 19, 2023		
Performance Clackamas	The completion 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: The County’s existing ownership of the Abernethy Complex ended on August 14, 2023. Clackamas County Sheriff’s Office (CCSO) has requested that the County negotiate this Lease, for the occupancy for one (1) of the Lessor’s (The Blue at Abernethy Creek, LLC) existing industrial facilities, situated on a portion of property, located at 902 Abernethy Road in Oregon City, Clackamas County, Oregon, to house the CCSO Marine Patrol Unit.

The leased premises consist of Building 6, also known as the Rippleview Building, containing approximately 7,142sf, and approximately nineteen (19)-parking spaces situated around the perimeter of Building 6.

The premises will serve multiple functions for CCSO’s Marine Patrol operations. These include serving as a hub for personnel, a training center, a storage facility for watercraft, vehicles, and lifesaving equipment, and a meeting place for briefings and debriefings.

Given the unit's specialized focus and proximity to the bodies of water where CCSO primarily operates, along with CCSO’s long history operating from the Abernethy property, the premises is especially well-positioned to serve the County’s needs.

RECOMMENDATION: Staff recommends that the Board approves execution of the lease of commercial space at the Abernethy Property to house the CCSO Marine Patrol Unit.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Director Finance

For Filing Use Only

LEASE AGREEMENT

This Lease (the "**Lease**") is made this 21th day of September, 2023 (the "**Effective Date**"), by and between CLACKAMAS COUNTY, a political subdivision of the State of Oregon, hereinafter called "**Lessee**" and THE BLUE AT ABERNETHY CREEK, LLC, hereinafter called "**Lessor**". Throughout this Lease, Lessor and Lessee may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

Lessee and Lessor desire to enter into a lease of the real property described below. County's existing ownership of the Abernethy Complex ended on August 14, 2023. Clackamas County Sheriff's Office (CCSO) has requested that the County negotiate this Lease for occupancy of the one (1) of Lessor's facilities to house the CCSO Marine Unit, as further described herein.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties have agreed as follows:

1. LEASE TERM:

In consideration of the agreements herein contained, the Lessor does hereby let and lease the premises here in after described to the Lessee to have and to hold the same, as agreed to herein, for a term of three (3) years beginning October 1, 2023 and ending automatically, unless the Lease is otherwise extending in writing and duly executed by Lessor and Lessee, at midnight on September 30, 2026 (the "Term").

2. RENEWAL:

Three months (90 days) prior to the end of Term, Lessee shall notify Lessor, in writing, of its desire to either renew the Lease or vacate the premises. The Lease may be renewed for additional periods upon such terms as are agreed to by both parties in writing.

3. PREMISES:

The premises subject to this Lease are generally situated on a portion of property at 902 Abernethy Road in Oregon City, Tax Lot 22E29CD 00100, Clackamas County, Oregon, also previously known as the Abernethy Creek Campus, but now named THE BLUE AT ABERNETHY CREEK (BAC). The leased premises consist of Building 6 (Rippleview Building), containing approximately seven thousand one hundred forty-two square feet (7,142sf), and approximately nineteen (19)-parking spaces situated around the perimeter of Building 6, approximately five thousand eight hundred twenty-four square feet (5,824sf), totaling twelve thousand nine hundred sixty-six square feet (12,966sf), as identified on **Exhibit A** (the "**Premises**").

The lease of any additional parking or other spaces by the Lessee shall require an amendment to this Lease at the then current applicable lease rates and to the extent that additional space is available for lease, as determined by and at the sole and absolute discretion of the Lessor.

4. LEASE RATE:

a. Base Lease Rate.

Lessee agrees to pay the “**Base Lease Rate**” of \$0.50 per square foot (PSF), totaling three thousand five hundred seventy-one dollars and zero cents (**\$3,571.00**) per month. Such “**Lease Payments**” are due and payable on or before the fifth (**5th**) day of each month. Lease Payments not paid when due shall, after ten (**10**) days, bear simple interest at the rate of one-and-one-half percent (**1.5%**) per month until paid.

b. Lease Escalation.

Commencing on the first anniversary of the Effective Date, and on each subsequent anniversary thereafter (referred to as the “**Lease Rate Increase Date**”), the base lease rate payable by the Lessee shall be increased by 3% for the remaining Term of the Lease. The new lease rate amount shall be calculated by multiplying the current base lease rate by the Lease Rate Increase Percentage. The Lease Rate Increase Date shall be deemed to be the anniversary of the Lease Effective Date and such increase shall occur automatically and without any further notice. The Lessee agrees to pay the adjusted base lease rate on or before the due date specified in the lease agreement. No further lease rate escalations will occur during the Term, unless otherwise agreed upon in writing by both parties.

c. Common Area Maintenance (“CAM”) Charges.

In addition to the Base Lease Rate and Lease Escalation aforementioned, Lessee shall also pay \$0.30 per square foot (“PSF”) of “CAM Charges” incurred by the Lessor in connection with operating and maintaining the Abernethy Campus. The base year requires the additional payment of CAM charges requiring the monthly payment of two thousand one hundred forty two dollars and sixty cents (\$2,142.60). CAM charges shall begin for Lessee on the Effective Date and shall become due with each monthly lease payment. CAM charges shall increase by 3% annually. After the first year of the Lease, the CAM charges shall annually be reduced proportionately to any reduction in property taxes specifically attributable to this Lease and resulting from the Lessee's successful application for property tax exemption based on its use, as described in Section 10, below

The Lessee shall be solely responsible for properly applying for such property tax exemption. The Lessor hereby agrees to provide reasonable assistance, including the execution of any necessary documentation, to support the Lessee's application to the County for this exemption.

The CAM Charges are intended to reflect Lessee’s percentage share of expenses paid or incurred by the Lessor or on the Lessor’s behalf that Lessor reasonably determines are necessary or appropriate for the efficient operation, maintenance, and repair of the Abernethy Campus. The Abernethy Campus includes all facilities, systems and exterior areas within or upon the Abernethy Campus, including but not limited

to, parking areas, service areas, driveways, areas of ingress and egress, sidewalk and other pedestrian ways, perimeter sidewalks adjacent and contiguous to buildings, areas containing buildings or used to connection with the maintenance of the Common areas, roadways, delivery areas, landscaped areas (including planters and areas located between perimeter sidewalks and buildings or next to exterior perimeter walls), areas containing signage or structures advertising the common name given for the Abernethy Campus, together with the signs and structures constructed there to.

The Base Rent and fixed CAM Charges after applicable escalation are as set forth in the following table, unless a credit is given to Lessee by Lessor commensurate with a successful property tax exemption as further described in Section 10:

YEAR	MONTHLY RENT	ANNUAL RENT	MONTHLY CAM	ANNUAL CAM	TOTAL COSTS
1	\$3,571.00	\$42,852.00	\$2,142.60	\$25,711.20	\$68,563.20
2	\$3,678.13	\$44,137.56	\$2,206.88	\$26,482.54	\$70,620.10
3	\$3,788.47	\$45,461.68	\$2,273.09	\$27,277.04	\$72,738.72

- d. Direct Lessee Expenses.** Expenses for which Lessee is directly responsible “**Lessee Expenses**” shall include but shall not be specifically limited to the following:
- i. Utilities: These include metered gas, electricity, water, sewage, and any other utility services used exclusively by the Lessee.
 - ii. Janitorial and Cleaning Services: Costs associated with maintaining cleanliness and sanitation within the Premises, such as regular cleaning, waste removal, and pest control.
 - iii. Routine Maintenance and Repairs: Expenses related to routine repairs, maintenance, and upkeep of the Premises.
 - iv. Insurance Requirements: Lessee shall maintain a Commercial General Liability policy at its expense covering liabilities related to the condition or use of the Premises including those areas on the Abernethy Campus, with the limits of not less than \$2,000,000 for bodily injury or death as a result of any one occurrence and \$300,000 for damage to the property. Lessee shall also maintain Property Insurance at its own expense, providing property coverage insurance on its contents stored in the building. The values for insurance coverage shall be reassessed at the beginning of each year during the Term of the Lease. Lessor acknowledges that Lessee’s self-insurance satisfies the requirements of this section.
 - v. Security: Costs related to the security of the tenant's premises, such as alarm systems, surveillance cameras, security personnel, or other security measures required by the lease agreement.
 - vi. Communication Services: Charges for telephone lines, internet connectivity, and other communication services exclusively used by the tenant.
 - vii. Business Taxes and Licenses: Any taxes or licensing fees imposed on the Lessee's business operations by the local authorities.

5. Manner and Place of Lease Payments and Notices. In this Lease, Lease Payments includes Base Rent, and applicable lease rate escalations and fixed CAM Charges, and all other sums that become due from the Lessee to Lessor.

All Payments shall be paid by: Direct Deposit

Lessee shall make Lease Payments on the Lease promptly when due without notice, demand, and without abatement, deduction or offset except as explicitly permitted by this Lease. If the Lessor provided Lessee with invoices or notices regarding Lease Payments, that act or practice shall be deemed to be an obligation of the Lessor or a prerequisite to or condition of Lessee's obligation to pay Lease on the amounts and on the dates specified herein, unless this Lease explicitly requires such a notice or invoice as a condition to payment by Lessee. Lease Payments shall be deemed paid when received by Lessor.

Any notice to which Lessee shall be entitled under this Lease shall be delivered or sent to Clackamas County Facilities Management, 1710 S Red Soils Court #200, Oregon City, OR 97045. Place for notices may be changed by written notice from the party changing address.

6. DEPOSIT:

Lessor does not require a security deposit.

7. POSSESSION:

Lessee shall be entitled to full use, possession and access of the premises during the Term of Lease.

8. USE AND ENJOYMENT:

Lessor covenants that Lessee shall be entitled to possession of the premises for government administrative offices and storage maintenance and repair of CCSO Marine Units trucks, trailers, boats, other water borne craft and related purposes provided such use is in compliance with this Lease and all rules, regulation and ordinance of governing jurisdictions. Lessee covenants not to use the premises for any other purpose without Lessor's prior written consent, or for any unlawful purpose. Lessee shall not allow the creation of any nuisance upon the premises nor create any nuisance upon the same.

9. PROPERTY TAXES:

1. FY 2023-2024. Leased property is not tax exempt for Fiscal Year 2023-2024.
2. For subsequent years, starting July 1, 2024, Lessee shall apply for a property tax exemption on the property described above under provisions of ORS 307.112. If the property tax exemption is granted, Lessee and Lessor agree that any tax savings resulting from the exemption shall inure solely to the benefit of Lessee. The rent payable by Lessee shall be reduced in proportion to reflect the savings resulting from the exemption granted in ORS 307.112, if any.

Any decrease in property taxes associated to this Lease, resulting from the Lessee's successful tax abatement application based on its usage, will lead to a proportionate reduction in the CAM Charges. While it is the Lessee's responsibility to apply for this property tax abatement, the

Lessor assures full support, including signing all necessary documents, to strengthen the Lessee's application with the County.

10. INSPECTION:

Lessor shall have the right personally and through Lessor's agents and workmen to enter into and upon the premises at reasonable times to inspect the premises and examine the condition thereof upon twenty-four hours written notice, except in the event of an emergency, in which event no notice shall be necessary, but immediate notification of the emergency entry is required and must be reported to the CCSO Marine Unit contact phone numbers listed below as soon as possible.

11. ALTERATIONS:

Lessee may perform leasehold improvements and make subsequent non-structural modifications and alterations to Building 6, provided that Lessee will obtain Lessor's prior written approval of any proposed modifications or alterations of the improvements on the property. Such approvals will not be unreasonably withheld and will be given or denied within ten (10) business days after receipt of a written request for approval and such plans or other information as Lessor may reasonably require. Whether or not Lessor's consent is required under this Lease, Lessee will keep Lessor informed as to modifications and alterations of the premises performed or to be performed by Lessee. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes.

All alterations undertaken by Lessee shall be at Lessee's sole expense. Any alterations or improvements by Lessee that cannot reasonably be removed by Lessee without damaging the premises shall become the property of Lessor upon termination of this Lease.

12. SIGNAGE:

Lessee shall receive prior written approval from Lessor prior placing or installing any signs, awnings, antennae, or other apparatus by attachment to the Leased property, which other than an identifying sign for Lessee and customary communication equipment (which will not be unreasonably denied), is subject to Lessor's discretion.

13. ELECTRICAL AND BUILDING OVERLOADS:

Lessee shall not overload the floors or electrical circuits or alter the plumbing or wiring of the premises or building without the written consent of Lessor, which Lessor shall not unreasonably withhold.

14. MAINTENANCE:

Lessor shall be responsible for necessary maintenance, inspections, and repairs of Building 6 foundation, roof, exterior walls, structural members, as well as major repairs, maintenance, or improvements of the Premises, excluding the HVAC systems, and for necessary water, sewage, and electrical repairs so long as not made necessary by Lessee's negligence, misuse, or failure to comply with any provisions of this lease. Lessee shall be responsible for major repairs and/or replacement of heating and air conditioning (HVAC) system components.

Any repairs or maintenance performed on or around the leased premises by the Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by the Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

Lessee shall be responsible for non-structural interior maintenance, including janitorial services and plumbing/toilet problems caused by Lessee's negligence or misuse. Lessee shall maintain premises in a neat condition, free of trash and debris, in good order and repair.

Lessee shall promptly notify Lessor of any necessary repairs and shall, if necessary to protect the leased premises from imminent damage, prior to such notice arrange for necessary emergency repairs. Payment for emergency repairs shall be the responsibility of Lessee.

Lessee shall be responsible for all damages to the leased premises resulting from burglary or attempted burglary and shall repair and maintain all windows and doors.

15. LIEN CLAIMS AND LIABILITY:

Lessee shall not allow any liens to attach to the building or Lessee's interest in the premises as a result of any alterations or modifications done at Lessee's request, repairs or maintenance performed for which Lessor is not responsible, or obligations or judgments of Lessee unrelated to the premises. Any labor or materials provided, or construction done by Lessee at Lessor's request shall be deemed to have been provided by Lessor who shall be solely responsible for any liens or judgments arising from such provision or construction.

16. INDEMNIFICATION:

Lessor shall indemnify and defend Lessee, and its employees and agents, from and against any claim, loss, expense, or damage to any person or property in or upon the Premises arising out of or related to the negligent acts or omissions of Lessor or its employees or agents.

Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, the Lessee shall indemnify and defend Lessor, and its employees and agents, from and against any claim, loss, expense, or damage to any person or property in or upon the Premises arising out of or related to the negligent acts or omissions of Lessee or its employees or agents.

17. TOTAL OR PARTIAL DESTRUCTION:

Lessor agrees to insure the building on the premises against risks as covered by a standard all risk insurance policy, including water damage and sprinkler leakage, with extended coverage. So long as this provision does not invalidate or limit the extent of Lessor's coverage under such insurance policies, Lessor does hereby waive the right of subrogation against Lessee and Lessee's agents or employees under such insurance policy or policies. If the leased portion of the building on the premises which is the subject of this lease so insured shall be damaged by some cause covered by such insurance to the extent of less than thirty percent (30%) thereof, Lessor shall promptly remove all debris therefrom and repair and rebuild the same, restoring the premises in substantially the same condition in which it was previous to the destruction. If the structure shall be damaged more than thirty percent (30%), Lessor shall not be required to build but may do so at Lessor's option. Percentage of damage shall be

determined by the fire insurance underwriter. If Lessor shall elect to rebuild and repair the premises in the last-mentioned instance, Lessor shall give written notice of Lessor's intention to do so to the Lessee within thirty (30) days of the date of the damage. If Lessor fails to give such notice within thirty (30) days, this Lease shall terminate. If the premises shall be damaged by some cause not covered by insurance and Lessor does not elect to rebuild or repair the premises within sixty (60) days from date of damage, Lessee may terminate this Lease at Lessee's option. During any period of time during which the premises shall be unusable, rental shall abate entirely and if the operation of the business on the premises shall be impaired in part, rental shall abate during the terms of repairs or rebuilding proportionate to loss of use of the premises and said impairment of business. If the insurance premium rates shall increase in any way by reason of Lessee's activities on the premises, Lessee shall reimburse Lessor promptly for the cost of any premium in excess of the amount Lessor would have been required to pay for insurance had it not been for Lessee's activities or use and shall be added to the rent as charge against Lessee.

18. HAZARDOUS SUBSTANCES:

Lessee shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Lessee may use or otherwise handle on the Premises only those Hazardous Substances typically used in the prudent and safe operation of CCSO Marine Unit office, training, maintenance and repair of vehicles, trailers, boats or water craft. Lessee may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs provided that such storage is permitted by all governing jurisdictions. Lessee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, storage and proper disposal of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the premises. On the expiration or termination of this Lease, Lessee shall remove all Hazardous Substances placed on the Premises by Lessee. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

19. ASSIGNMENT AND SUBLETTING:

Lessee shall not have the right to assign or sublet this Lease.

20. EMINENT DOMAIN:

If the entire Premises or entire access shall be taken under power of eminent domain, this lease shall terminate, and Lessee shall immediately vacate said premises within ninety (90) days after receipt of notice of said termination, or earlier if directed by a court having jurisdiction. Lessee shall not participate in any award of damages or purchase price paid by the acquiring authority to Lessor for the building and premises and Lessee shall not be liable for any subsequent rent. If only a part of the premises or access shall be taken under eminent domain so that Lessee may continue to operate Lessee's business on substantially the scale on which such business was conducted prior to condemnation, rental shall be abated for the remaining portion of the term of this lease or extension thereof, proportionate to the loss

of use of the premises by Lessee. In no event shall Lessee participate in any condemnation award or settlement.

21. WAIVER:

Any waiver of any breach of covenants herein contained to be kept and performed by Lessee or Lessor shall not be deemed or considered to be a continuing waiver, and shall not operate to bar or prevent the other party from declaring a forfeiture or exercising any other rights as to any succeeding breach, either of the same condition or covenant or otherwise.

22. TERMINATION AND BREACH:

a) Mutual Termination and Termination for Convenience.

Either party ("Terminating Party") may terminate this Lease for any reason or no reason ("for convenience") by providing the other party ("Non-Terminating Party") with written notice of such termination. The termination will be effective sixty (60) days from the date such written notice is received by the Non-Terminating Party, unless otherwise agreed in writing by both parties.

Obligations Upon Termination: Upon receipt of the notice of termination for convenience, the Non-Terminating Party shall cease incurring new obligations under this Lease unless otherwise agreed in writing. Any obligations or liabilities incurred prior to the effective date of termination will survive the termination of this Lease.

Refundable Items: Upon the effective date of termination, any security deposit, pro-rata rent, or other refundable fees will be returned in accordance with the terms of this Lease and applicable law.

Non-Refundable Items: Unless otherwise stated in this Lease or agreed upon in writing by both parties, any non-refundable fees or payments will not be returned upon termination for convenience.

Removal of Property: The Non-Terminating Party must remove all of its personal property, equipment, and other items from the leased Premises by the effective date of termination. Failure to do so may result in storage fees and/or disposal of such items at the Non-Terminating Party's expense.

No Penalties: Termination for convenience by either party will not be deemed a breach of this Lease and will not result in any termination penalties unless specifically stated otherwise in this Lease.

Other Rights and Remedies: Termination for convenience is in addition to, and not a waiver of, any other rights and remedies provided by this Lease or by law.

b) Termination for Lessee's Breach.

If Lessee fails to pay any rental payment by the fifteenth (15th) day of the month in which it is due, Lessor may terminate this Lease by providing sixty (60) days written notice, with an opportunity to cure,

to Lessee Within sixty (60) days of receipt of said notice, Lessee shall either cure the default or vacate the Premises.

If Lessee defaults in performing its obligations under this Lease, other than payment of rent, Lessor may make any payment or perform any obligation which Lessee has failed to perform after not less than ten (10) days written notice to Lessee of Lessor's intention to pursue this remedy (except in cases of emergency, where no such prior notice shall be required), in which case Lessor shall be entitled to recover from Lessee upon demand all amounts so expended.

If Lessee breaches any covenants or conditions of this Lease, other than payment of rent, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessor claiming a default by Lessee and Lessor's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessee must commence correction within such period and thereafter diligently pursue the correction to completion), Lessor may terminate this Lease by sixty (60) days written notice thereof to Lessee, without waiver of any rights Lessor may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

c) Termination for Lessor's Breach.

If Lessor breaches any covenants or conditions of this Lease, and such breach is not corrected within thirty (30) days after receipt of written notice from Lessee claiming a default by Lessor and Lessee's intention to terminate the Lease if such breach is not corrected (except that if the breach is of a type that cannot be fully corrected within such thirty day period, Lessor must commence correction within such period and thereafter diligently pursue the correction to completion), Lessee may terminate this Lease by sixty (60) days written notice thereof to Lessor, without waiver of any rights Lessee may have to initiate legal proceedings to recover damages or other relief. Within sixty (60) days of sending such notice, Lessee shall vacate the premises.

d) Remedies.

The rights and remedies specified in this section shall be non-exclusive. Either party's right to terminate this Lease for default as provided herein shall not be that party's sole remedy, and such party may exercise any other right or remedy provided in this Lease or otherwise available under applicable law.

23. SURRENDER:

On expiration or early termination of this Lease, Lessee shall deliver all keys to Lessor and surrender the premises clean and in the same condition as at the commencement of the term subject only to reasonable wear and tear from ordinary use. Lessee shall remove all of its furnishings and trade fixtures that remain its property and restore all damage resulting from such removal. Failure to remove shall be an abandonment of the property, and Lessor may dispose of it in any manner without liability.

24. CONSTITUTIONAL DEBT LIMITATION:

This Lease 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 therefor. Any provisions herein which would conflict with law are deemed inoperative to that extent.

25. WARRANT OF AUTHORITY:

Lessor warrants and represents that it is the sole owner of the premises subject to this Lease, and that Lessor has full authority to execute this Lease. The undersigned, Dan Fowler and John Miller, warrant and represent that they have full authority to sign on behalf of Lessor.

26. CONTACT INFORMATION:

1. Lessor Information:

Dan Fowler Cell Phone: 503-351-4500 Email: Danf@fandfstructures.com

John Miller Cell Phone: 503-969-3640 Email: johnm@fandfstructuresinc.com

2. Lessee Information:

CCSO Marine Unit Cell Phone: 503-785-5179 Email: nathantho@clackamas.us

Clackamas County Facilities Management

Normal and 24/7/365 Emergency Calls Phone: 503-557-6416

Email: FacilitiesManagement@clackamas.us

27. NO ATTORNEY FEES:

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Lease, each party shall be responsible for its own attorneys' fees and expenses.

SIGNATURE PAGE TO FOLLOW

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SIGNATURES: This Lease is hereby executed by Lessor and Lessee, intending to be legally bound, as of the Effective Date.

LESSEE

CLACKAMAS COUNTY

X

Tootie Smith
County Commissioner-Chair

X

Tony Mayernick
Recording Secretary

Approved as to form:

X



09/12/2023

Office of County Counsel

LESSOR

THE BLUE AT ABERNETHY CREEK, LLC
BY DAN FOWLER AND JOHN MILLER,
Its MANAGERS
PO Box 230698 Portland, Oregon 97281

Upon Request & Deliverable with Secure
Link

X *Dan Fowler*

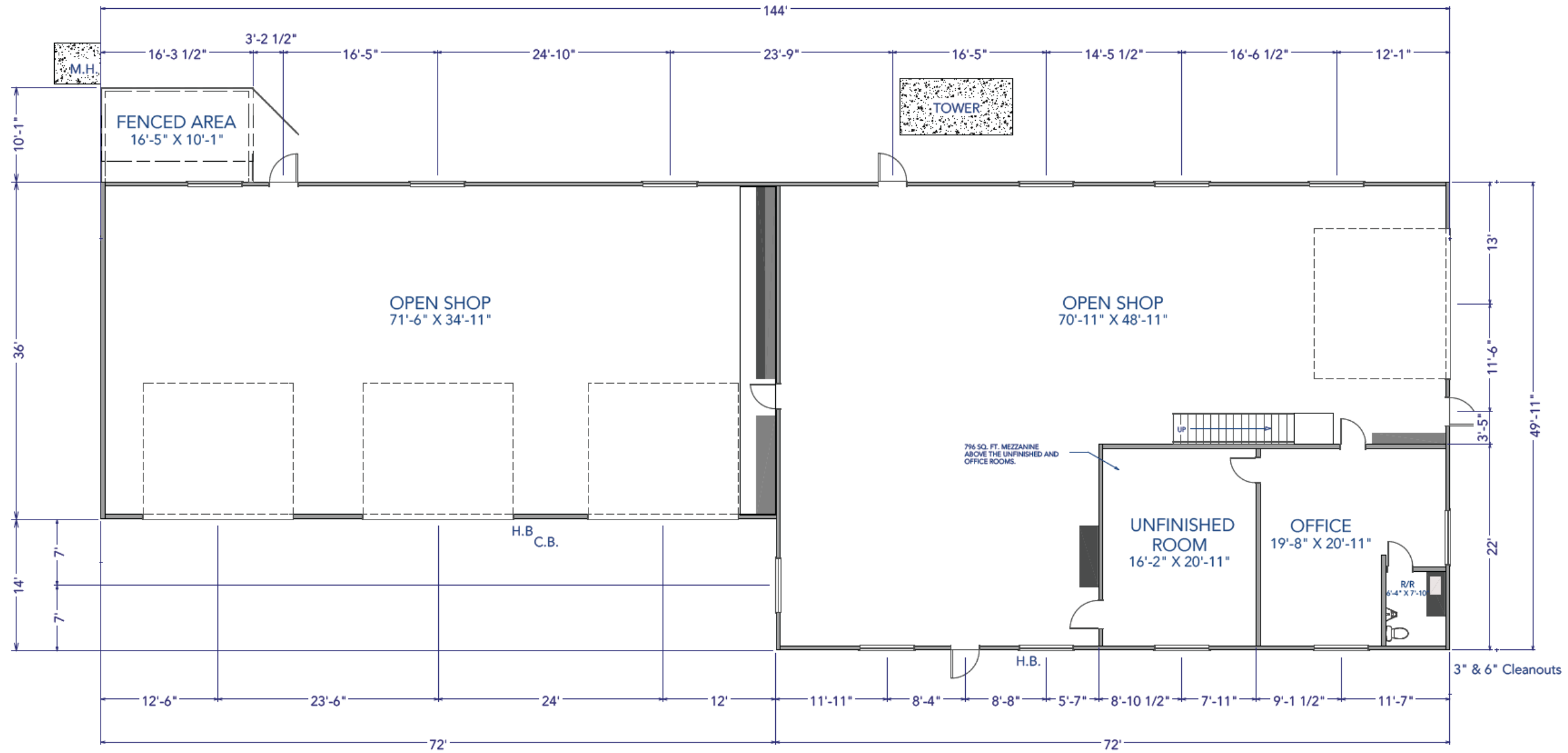
Dan Fowler

X



John Miller

EXHIBIT A



MAIN LEVEL FLOOR AREA
 6346 SQ FT

MAIN FLOOR

REVISION TABLE	
NUMBER	DATE

GENERAL CONTRACTING THAT WORKS FOR YOU.

F&F
 STRUCTURES, INC.

EXISTING CONDITIONS
 BUILDING 6 - RIPPLEVIEW

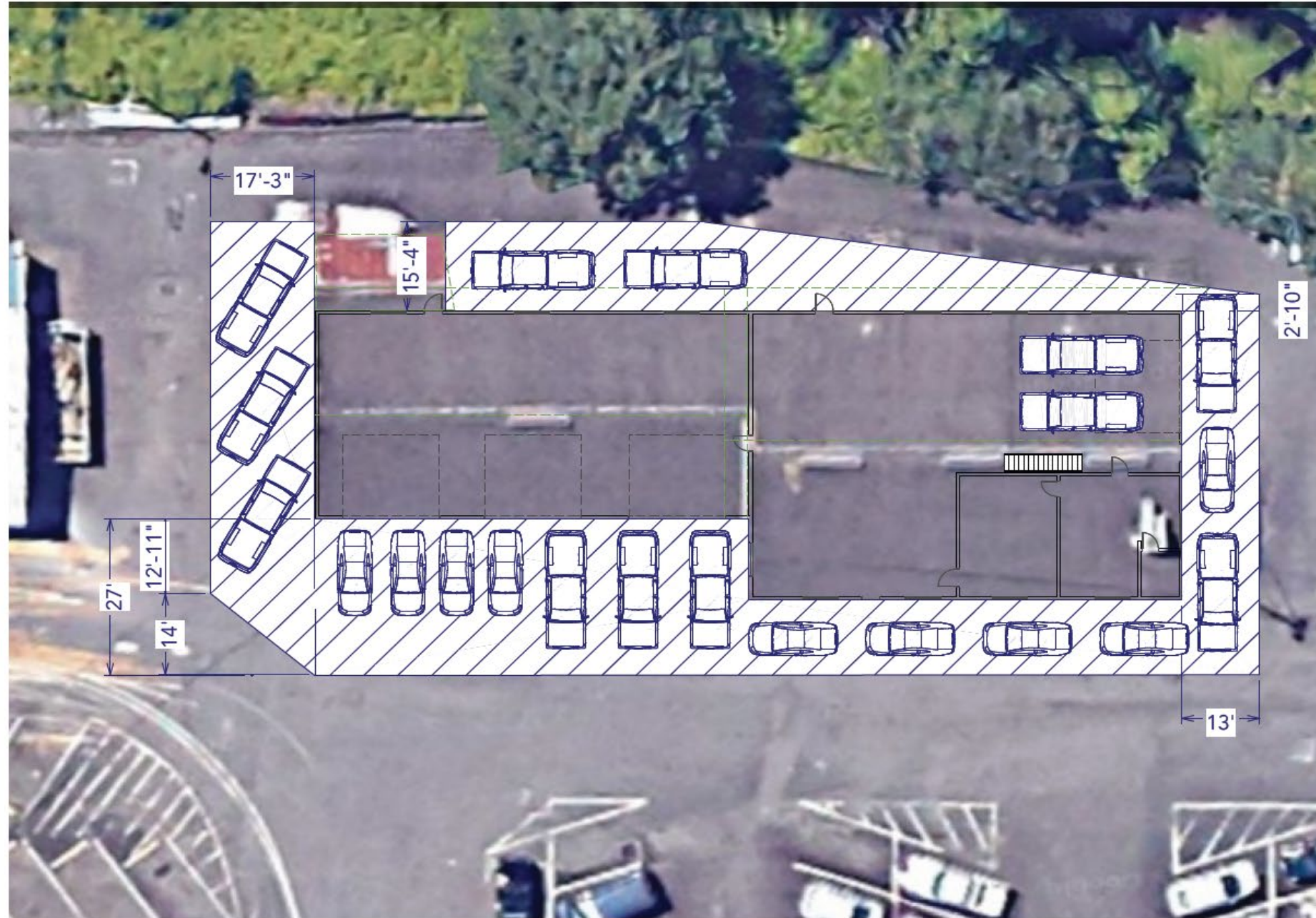
DRAWINGS PROVIDED BY:
 CONCEPTUAL DRAWINGS
 BY F&F STRUCTURES, INC.
 JOHN MILLER
 503.969.3640

DATE:
 6/16/23

SCALE:
 3/16"=1'

SHEET:
 6-A

EXHIBIT A



LEASE BOUNDARY AREA

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NUMBER	DATE	REVISION	DESCRIPTION

GENERAL CONTRACTING
THAT WORKS FOR YOU.

EXISTING CONDITIONS
BUILDING 6 - RIPPLEVIEW

DRAWINGS PROVIDED BY:
CONCEPTUAL DRAWINGS
BY F&F STRUCTURES, INC.,
JOHN MILLER
503.969.3640

DATE:
6/16/23

SCALE:
1" = 20'

SHEET:
6-B