

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-01-24-01

IN THE MATTER OF AUTHORIZING THE
COUNTY ADMINISTRATOR TO
EXECUTE A FIVE YEAR LEASE
RENEWAL AGREEMENT WITH
DOWNTOWN HOLDINGS, LLC, FOR
OFFICE SPACE FOR THE FAMILY LAW
PROGRAM.

WHEREAS, the first lease extension for the Family Law program at 101 E. Broadway in Eugene has expired; and

WHEREAS, the original lease allowed for two five-year extensions; and

WHEREAS, the first extension of the lease was approved in June 2017; and

WHEREAS, the Board's authorization is required to exercise the second lease extension.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

The County Administrator is authorized to execute a second lease extension with Downtown Holdings, LLC, substantially similar to the attached agreement.

ADOPTED this 24th day of January, 2023.



Pat Farr, Chair
Lane County Board of Commissioners

**SECOND AMENDMENT TO COMMERCIAL
LEASE AGREEMENT**

Parties: Downtown Holdings LLC, an (Landlord"); and
Oregon limited liability company
c/o Silva Management Company
101 East Broadway, Suite 103
Eugene, Oregon 97401

Lane County Oregon ("Tenant").
101 East Broadway, Suites 304
Eugene, Oregon 97401

RECITALS

WHEREAS, on August 31, 2012, LinMar Management, Inc. and Lane County Oregon entered into a Commercial Lease Agreement ("Lease") for the premises located at 101 East Broadway Suits 304 Eugene, Lane County.

WHEREAS, LinMar Management, Inc. assigned ownership to Downtown Holdings, LLC on April 26, 2016 and said Lease was subsequently assigned.

WHEREAS, Landlord and Tenant entered into a First Amendment dated June 1, 2017 extending the term of the Lease.

WHEREAS, the Lease shall expire on November 30, 2022.

WHEREAS, the parties wish to amend the Lease according to the following terms and conditions:

WITNESSETH

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. **RENEWAL TERM:**

The current Lease expires on November 30, 2022. The Tenant wishes to exercise their Second Option to Renew the Lease for an additional five (5) year term commencing on December 1, 2022 and terminating on November 30, 2027 ("Second Renewal Term").

2. **RENTAL RATE:**

The Base Rent for the first year of the Second Renewal Term shall be adjusted according to the Consumer Price Index as defined in Section 4.2 of the Lease. The Base Rent shall be adjusted accordingly on each anniversary of the term.

3. CONFIRMATION:

All other terms and conditions of the Lease that are not herein changed or modified shall remain in full force and effect. In the event of a conflict between this Second Amendment and the original Lease, the provisions of this Second Amendment shall prevail.

LANDLORD

Downtown Holdings, LLC

By: _____
Kelly Beckley, Member

Date: _____

TENANT

Lane County Oregon

By: _____
Its: _____

Date: _____

FIRST AMENDMENT TO LEASE
Extension of Term

DATED: June 1, 2017

PARTIES: Downtown Holdings, LLC ("Landlord")

AND: Lane County Oregon ("Tenant")

EFFECTIVE DATE: December 1, 2017

RECITALS:


- A. LinMar Management, Inc. and Lane County Oregon entered into a certain Lease Agreement dated August 31, 2012 (the "Lease") for the premises located at 101 East Broadway, Suite 304, Eugene, Oregon, 97401.
- B. Whereas LinMar Management, Inc. assigned ownership to Downtown Holdings, LLC on April 26, 2016 and said Lease was subsequently assigned.
- C. The Parties wish to amend the lease according to the following terms and conditions:

AGREEMENTS.

- 1. RENEWAL TERM:
The current Lease expires on November 30, 2017. The Tenant wishes to exercise the Option to Renew the lease for an additional five (5) year term commencing on December 1, 2017 and terminating on November 30, 2022 ("Renewal Term").
- 2. RENTAL RATE:
The Base Rent for the first year of the Renewal Term shall be adjusted according to the Consumer Price Index as defined in Section 4.2 of the Lease. The Base Rent shall be adjusted accordingly on each anniversary of the term.
- 3. CONFIRMATION:
All other terms and conditions of the Lease that are not herein changed or modified shall remain in full force and effect. In the event of a conflict between this Amendment and the original Lease, the provisions of this Amendment shall prevail.

LANDLORD:

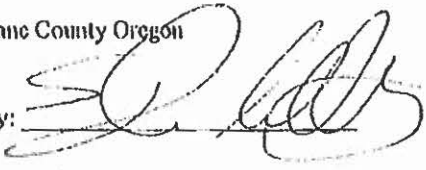
Downlow Holdings, LLC



Kelly Beckley, Member
Date: 7-5-17

TENANT:

Lane County Oregon

By: 

Its: County Administrator
Date: 8/14/17

STANDARD COUNTY CONTRACT CONDITIONS

1. CONTRACTOR'S STATUS

- 1.1 **Independent Contractor Status.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265.
- 1.2 **Contractor's Responsibilities.** Notwithstanding the Oregon Tort Claims Act or the provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractor, if any.
- 1.3 **Contractor Not Employee.** Contractor is not currently employed by County and will not be under County's direct control, and will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.
- 1.4 **Reporting of Payments.** Contractor acknowledges that County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

2. INSURANCE AND INDEMNIFICATION

- 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all insurance called for on the Exhibit entitled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County, and has obtained the County's approval as to limits, form, and amount. Coverage must include an Additional Insured Endorsement that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
- 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
- 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
- 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
- 2.5 **Indemnification.** To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, Contractor agrees to indemnify, defend, and hold County, its Commissioners, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. However, Contractor will not be required to indemnify or defend County for any liability arising solely out of wrongful acts of County's own Commissioners, officers, employees, or agents.

3. CONTRACTOR'S OBLIGATIONS

- 3.1 Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Contract, unless County has good cause and the Contract provides otherwise.
- 3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.
- 3.3 Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.
- 3.5 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold the County harmless from any such lien or claim.
- 3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's County-Wide Bid Page at:
<http://www.lanecounty.org/Departments/CAO/Operations/Purchasing/Pages/MandatoryVendorPolicies.aspx>

4. CONTRACTOR OBLIGATIONS REQUIRED BY OREGON LAW

- 4.1 Pursuant to ORS 279B.220 or ORS 279C.505, as applicable, Contractor must:
 - (a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
 - (b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
 - (c) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- 4.2 Pursuant to ORS 279B.230 and 279C.530, as applicable:
 - (a) Contractor must promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
 - (b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
- 4.3 Pursuant to ORS 279B.235, 279C.520, and 279C.540, as applicable, in performing the work of this Contract:

- (a) A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:
 - (i) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - (ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 - (iii) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.
 - (b) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - (c) If this Contract is for personal services as described in ORS 279A.055, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - (d) If this Contract is for services at a county fair or for other events authorized by a county fair board, employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.
 - (e) Except as provided in subsection (d) of this section, if this Contract is for services, all persons employed under the Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
 - (f) This section (4.3) does not apply if the Contract is strictly for goods or personal property.
- 4.4 Pursuant to ORS 279A.120, if Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract.
- 4.5 Pursuant to ORS 316.167, Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees.
- 4.6 Contractor must represent and warrant that Contractor has complied with the tax laws of the State of Oregon and its political subdivisions, including but not limited to ORS305.620 and ORS chapters 316, 317 and 318. Contractor must continue to comply with the tax laws described in this section during the term of the Contract. Contractor's failure to have complied or comply with these tax laws will constitute a default, for which the County may terminate the Contract and seek damages and other relief available under the terms of the Contract or under applicable law

5. MODIFICATION AND TERMINATION

- 5.1 **Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties.

- 5.2 Termination.** The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 90 days' advance written notice. County may terminate the contract by written order or upon request of Contractor, if the work cannot be completed for reasons beyond the control of either Contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work.
- 5.3 Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the public contract or other applicable law. The Contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.
- 5.4 Availability of Funds.** County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, Contractor understands and agrees that, if the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Contract, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify Contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, County will have no further obligation to Contractor for payments beyond the termination date. This provision does not permit County to terminate the contract in order to provide similar services or goods from a different contractor.
- 5.5 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if they were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

- 6.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
- 6.2 Governing Law.** All matters in dispute between the parties to this contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

6.3 **Forum and Venue.** All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon. Venue for all disputes and litigation will be in Lane County, Oregon.

7. MISCELLANEOUS PROVISIONS

- 7.1 **Merger.** This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.
- 7.2 **Waiver.** Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
- 7.3 **Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 7.4 **Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.
- 7.5 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.
- 7.6 **Protection of Consumer Personal Information.** Contractor must have and maintain appropriate administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of consumer personal information pursuant to ORS 646A.622(2), and agrees to comply with all other provisions of the Oregon Consumer Identity Theft Protection Act (ORS 646.600 et seq.) throughout the term of this Contract.
- 7.7 **Non-Assignment.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County.
- 7.8 **Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.9 **No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
- 7.10 **Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 17-06-27-09

IN THE MATTER OF AUTHORIZING THE
COUNTY ADMINISTRATOR TO EXECUTE
A FIVE YEAR LEASE RENEWAL
AGREEMENT WITH DOWNTOWN
HOLDINGS, LLC, FOR OFFICE SPACE FOR
THE FAMILY LAW PROGRAM).

WHEREAS the lease for office space for the Family Law program at 101 E. Broadway will expire November 30, 2017 and

WHEREAS the agreement provided for a five year renewal and

WHEREAS the Board's authorization is required to renew the agreement

NOW, THEREFORE, the Board of County Commissioners of Lane County ORDERS as follows:

1. That the County Administrator is authorized to execute a lease amendment agreement with Downtown Holdings, LLC substantially similar to the attached agreement.

ADOPTED this 27th day of June, 2017

Pat Farr, Chair, Lane County Board of Commissioners

APPROVED AS TO FORM
Date 6/27/17
LANE COUNTY OFFICE OF LEGAL COUNSEL

REAL ESTATE LEASE
Between
LINMAR MANAGEMENT, INC.
("Landlord")
and
LANE COUNTY OREGON
("Tenant")

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REAL ESTATE LEASE

THIS LEASE is made and entered into this ____ day of August 2012 between LINMAR MANAGEMENT, INC. ("Landlord"), and LANE COUNTY OREGON ("Tenant").

1. Basic Lease Provisions and Identification of Exhibits.

1.1 Basic Lease Provisions.

LEASED PREMISES: The Leased Premises is deemed to be 6,187 square feet of rentable of floor area (5,427 useable square feet) located at 101 E. Broadway, Suite 304 & 305, Eugene, Oregon

LEASE TERM: 5 years (60 months)

COMMENCEMENT DATE: The earlier of (i) the Delivery Date (as defined on Exhibit B) or (ii) November 1, 2012

EXPIRATION DATE: October 31, 2017

TENANT'S PROPORTIONATE SHARE: 11%

MONTHLY BASE RENT: For months 1-12, Tenant shall pay a Monthly Base Rent of \$9,899.20 per month. Thereafter, beginning the first day of Month 13, the monthly base rent shall be adjusted annually per Section 4.2 below.

TENANT'S TAX EXEMPT STATUS/RENT: Landlord acknowledges that Tenant is a tax-exempt entity and Tenant's occupancy of the subject premises may entitle Landlord to certain property tax exemptions as provided by the laws of the State of Oregon per ORS 307.112 and OAR 150-307.112. Tenant acknowledges that it is solely Tenant's responsibility to apply for the tax exempt status. If Tenant receives a tax exemption for Tenant's tax exempt status, Landlord shall reimburse Tenant for their share of the value of the tax exemption by reimbursing Tenant in a lump sum. Tenant shall calculate and provide documentation for Landlord's review for the tax exemption upon receipt of the property tax statements in October/November of each year. Landlord shall have thirty (30) days to review statements and reimburse Tenant for their share of the tax exemption. The rent has been established to reflect savings below market rent resulting from the tax exemption.

PERMITTED USES: General Office Space

EXHIBITS: Exhibit A – Leased Premises.
Exhibit B – Work Letter Agreement

Lease Agreement - 1

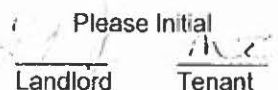
Please Initial

Landlord Tenant

Exhibit E – Rules and Regulations.

1.2 Identification of Exhibits.

The Exhibits identified in and attached to this Lease are incorporated in this Lease by reference.

2. **Leased Premises.**

Landlord hereby leases to Tenant, and Tenant hereby accepts from Landlord, subject to and with the benefit of the terms and provisions of this Lease, the Leased Premises located in and the improvements which are located on the real property described in Section 1.1. The real property and improvements are hereinafter referred to as the "Building."

3. **Term.**

This Lease shall be in effect for the period of time specified in Section 1.1 known as "Lease Term" and hereinafter referred to as the "Term." Option terms are defined in Exhibit D. If for any reason Landlord cannot deliver possession of the Premises to Tenant on the November 1, 2012, Landlord shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder or extend the Term hereof. Unless the delivery delay is due to delays caused solely by Landlord, Tenant shall be obligated to pay rent and perform any other obligation of Tenant under the terms of this Lease from and after November 1, 2012 even if possession of the Premises has yet to be tendered to Tenant. Tenant acknowledges that Tenant is assuming the risk of construction delays as set forth in detail in the Work Letter Agreement attached hereto as Exhibit B and incorporated herein.

4. **Rent, Deposit, Fees, and Expenses.**

4.1 Monthly Base Rent.

Commencing on the Commencement Date, Tenant shall pay to Landlord, without notice or demand and without any deduction whatsoever, the monthly sums set forth in Section 1.1, above, (the "Monthly Base Rent"), which Tenant shall pay in advance on or before the first day of each calendar month of the Term. Rent for any partial months shall be prorated accordingly.

4.2 Rental Adjustment.

If the Lease Commencement date is other than the first day of any month then the Anniversary date shall be adjusted to the first day of the following month. The Base Rent shall be adjusted annually on the anniversary of the specific commencement date of the Term of this Lease, whether or not such commencement date is advanced or extended, to reflect changes in the cost of living as provided herein. The Base Rent shall be adjusted annually on the anniversary of the commencement date of the term of this Lease, whether or not such commencement date is advanced or extended, to reflect changes in the cost of living as provided herein. The base for computing the adjustment is the Consumer

Price Index, published by the United States Department of Labor, Bureau of Labor Statistics, U.S. City Average – All Items and Major Group Figures for All Urban Consumers (1982-84=100) ("Index"), which is in effect two (2) months prior to the commencement of the term ("Beginning Index". The index published two (2) months preceding the adjustment date ("Extension Index") shall be used in determining the amount of the adjustment. If the Extension Index has increased over the Beginning Index, the base rent for the period until the next base rent adjustment shall be set by multiply the base rent by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. By way of example, if the Commencement Date of this Lease is July 1, 2007, the base rent commencing July 1, 2008 shall be increased by the percentage increase in the described Consumer Price Index for the months of May 2007 and May 2008.

In the event the Index information is not available as of the date of any adjustment coming due hereunder, such adjustment shall be made, as soon as such information is available, retroactive to the effective date, and any adjustment in the rent shall be paid by Tenant to Landlord forthwith upon the furnishing of such information from Landlord to Tenant. In the event the Index becomes unavailable for any reason, the adjustment provided for herein shall be made based upon the most comparable Index then available from the United States Department of Labor. Notwithstanding any other provision contained herein, in no event shall the Monthly Base Rent be reduced below the Monthly Base Rent in effect prior to the adjustment.

4.3 Late Charge.

If any Monthly Base Rent installment is not received by Landlord from Tenant by the tenth (10th) day of the month for which such installment is due, Tenant shall immediately pay to Landlord a late charge equal to five percent (5%) of such installment.

4.4 Intentionally Omitted.

4.5 Tenant's Proportionate Share.

"Tenant's proportionate share" as used herein means the useable area of the Leased Premises, excluding the rentable basement area, divided by the total useable area of the Building, with area determined using the methods of building measurement defined by the Building Owners and Managers Association (BOMA). Tenant's proportionate share as of the Lease Commencement date shall be 11%.

4.6 Additional Rent-Tax Adjustment.

Tenant shall pay as additional rent its proportionate share, as defined in Section 4.5, of the amount by which property taxes for the Building increase over those experienced by Landlord during the calendar year when this Lease commenced (2012 base year). For each calendar year Landlord shall estimate the amount by which property taxes are expected to increase, if any, over those incurred in the base year. Monthly rental for the year shall be increased by one-twelfth of Tenant's share of the estimated increase in property taxes. Following the end of each calendar year, Landlord shall compute the actual increase in property taxes and bill Tenant for any deficiency, or credit Tenant with any excess collected.

"Real property taxes" as used herein means all taxes and assessments of any public authority against the Building and the land on which it is located and the cost of contesting any tax. If any portion of the Building is occupied by a tax-exempt tenant so that the Building has a partial tax exemption under ORS 307.112 or a similar statute, then real property taxes shall mean taxes computed as if such partial exemption did not exist. If a separate assessment or identifiable tax increase arises because of improvements to the Premises by Tenant, or because of Tenant's use of the Premises, then Tenant shall pay one hundred percent (100%) of such increase. Tenant may be exempt from all or part of this clause in accordance with Section 1.1 of this Lease relating to tax exempt status.

4.7 Additional Rent-Operating Expense Adjustment.

Tenant shall pay as additional rent its proportionate share, as defined in Section 4.5, of the amount by which operating expenses for the Building increase over those experienced by Landlord during the calendar year when this Lease commenced (base year) see attached schedule **-Error! Reference source not found.** For each calendar year Landlord shall estimate the amount by which operating expenses are expected to increase, if any, over those incurred in the base year. Monthly rental for the year shall be increased by one-twelfth of Tenant's share of the estimated increase. Following the end of each calendar year, Landlord

shall compute the actual increase in operating expenses and bill Tenant for any deficiency, or credit Tenant with any excess collected. As used herein "operating expenses" shall mean all costs of operating and maintaining the Building as determined by standard real estate accounting practices, including, but not limited to: all water and sewer charges; the cost of providing steam, natural gas, electricity, janitorial services and cleaning supplies, if any, to common areas of the Building; landscaping and grounds maintenance, HVAC maintenance and repairs, parking lot repairs and resurfacing; administration costs and management fees; superintendent fees; security services, if any; insurance premiums including all-risk coverage, public liability and property damage coverage, and rental insurance; licenses; repairs and maintenance of all component elements and mechanical systems; any capital improvements to the Building required by any governmental authority or those which have a reasonable probability of improving the operating efficiency of the Building.

The following costs are excluded from operating expenses: a) any costs of financing or refinancing; b) leasing commissions and related amortization; c) the cost of tenant installations and decorations incurred in connection with the preparation of space for a new tenant; d) legal fees (including legal fees incurred in connection with the leasing of space in the Building, and legal and expenses incurred in disputes with other tenants in the Building); e) advertising and promotional expenditures; f) executive salaries above the grade of Building manager and superintendent; g) any expenses for which Landlord is compensated through proceeds of insurance or condemnation awards or from any tenant or other occupant of the Building or any expenses incurred by Landlord resulting from fire, casualty or an eminent domain proceeding; h) any rent or additional rent or charges under any lease or sublease made to or assumed by Landlord; i) the cost of special cleaning or other special work or services performed for or furnished to another tenant; j) costs representing amounts paid to companies affiliated with Landlord which costs are in excess of the amount which would have been paid in the absence of such relationships; k) cost of any work performed or service or materials furnished to any facility other than the Building or the real property; l) all costs incurred in connection with the initial construction of the Building, including the cost of removal of any violations therefrom and the costs of repairing any latent defects in the Building at anytime during the term of the lease; m) all costs incurred in connection with any obligation of Landlord to comply with any judgment, order or decree; n) all costs incurred in connection with any remedial action required in connection with the presence of hazardous materials; o) all cost incurred in connection with the performance of alterations which are required to comply with any laws, rules or regulations or any government agency; p) all charges for depreciation or amortization of any capital improvements (except as otherwise specifically set forth above and below) or Tenant improvements; q) interest expense or debt service charges related to Landlord financing; r) all costs of capital improvements or capital expenditures of any nature, except that such costs may be included in operating expenses based on the amortization of such expenses over the useful life of the improvement or other item, determined in accordance with generally accepted accounting principles. Tenant shall have the right to review Landlord's operating expense calculations and the supporting documentation within two weeks of Tenant's written notice of its desire to do so and shall have the right to contest any expense which does not seem reasonable by standard real estate accounting practices.

4.8 Base Year Expense Limitation.

Base year expense amounts have been established at the time of this Lease origination with the knowledge of actual and estimated budget numbers. If during the base year, any budget number should increase greater than ten percent (10%) due to a change in government regulations or commissions, or utility or energy policies, Landlord may elect to allocate these increases on a prorata basis during the same base year. Said expense increases will not alter the original base year expense amounts for the remaining Term of this Lease.

5. **Personal Property Taxes.**

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed during the Term upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Leased Premises.

6. **Licenses and Taxes.**

Tenant shall be liable for, and shall pay throughout the Term, all license and excise fees and business and occupation taxes covering the business conducted on the Leased Premises.

7. **Use.**

7.1 Permitted Uses.

Tenant shall not use or permit or allow the use of the Leased Premises for any business or purpose other than set forth in Section 1.1 above. Tenant shall not do or permit anything to be done in or about the Leased Premises or bring or keep anything therein which will in any way increase the existing rate or premiums or affect any fire or other insurance upon the Leased Premises or the Building, or cause a cancellation of any insurance policy covering the Leased Premises or the Building or any part thereof or any of its contents. Tenant shall not do or permit or allow anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building. To the extent compliance is within Tenant's control, Tenant shall conform to all applicable laws and regulations of any public authority affecting the Leased Premises and the condition and use thereof, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use.

7.2 Hazardous Substances.

- (a) Tenant shall use its best efforts to ensure that Hazardous Substances are not spilled, leaked, disposed of, or otherwise released on or under the Leased Premises. Tenant may use or otherwise handle on the Leased Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of Tenant's business conducted on the Leased Premises. Tenant may bring upon the property, use and store materials of a type and quantity consistent with the operation of its permitted business

use, provided that said storage and use are consistent with all current State of Oregon and federal law, statute, rule or regulation regarding the handling, storage and use of said materials.

- (b) Upon twenty (20) days prior written notice to Tenant (except in the case of an emergency) Landlord may, but is not obligated to, enter upon the Leased Premises and take such actions and incur such costs and expenses to effect such compliance as it deems advisable to protect its interest in the Leased Premises. Tenant shall reimburse Landlord for the full amount of all costs and expenses incurred by Landlord in connection with such compliance activities, and such obligation shall continue even after the termination of this Lease. Tenant shall notify Landlord immediately of any release of any Hazardous Substance on the Leased Premises.
- (c) Tenant agrees to indemnify and hold Landlord harmless against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitations, attorneys' fees and disbursements) which may be imposed on, incurred or paid by, or asserted against Landlord or the Leased Premises by reason of, or in connection with (1) any misrepresentation, breach of warranty or other default by Tenant under this Lease, or (2) the acts or omissions of Tenant, or any subtenant or other person for whom Tenant would otherwise be liable, resulting in the release of any Hazardous Substance.
- (d) In the event of a violation and/or emergency with immediate threat to life, property or environment, Landlord reserves the right to begin immediate action to correct said violation and/or emergency. Any measures taken by Landlord will not relieve Tenant of responsibility for said violation and/or emergency.

8. Alterations and Trade Fixtures.

Tenant shall not make any alterations, additions or improvements in or to the Leased Premises without the prior written consent of Landlord, which consent may be subject to such conditions as Landlord may reasonably deem appropriate. All alterations, additions and improvements (and expressly including all floor coverings), except trade fixtures, appliances and kitchen and other equipment which do not become a part of the Leased Premises shall immediately become the property of Landlord without any obligation to pay thereof.

9. Removal of Tenant's Property.

All trade fixtures and equipment placed in or upon the Leased Premises or installed by Tenant during the Term of this Lease shall remain the property of Tenant. Upon expiration and termination of this Lease, however caused, Tenant may, at Tenant's own expense remove any or all such fixtures and equipment. Tenant shall repair any physical damage resulting from the removal. If Tenant fails to remove such property, Landlord may give Tenant twenty (20) days written notice requiring Tenant to remove the property. Following such twenty (20) day written notice, in the event Tenant has not removed its property, Landlord may treat the property as abandoned and take possession of the property or

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Tenant _____

remove the property and place it in public storage on Tenant's account. In the event of a removal, Tenant may be liable to Landlord for the cost of removal, restoration of the Leased Premises, transportation to storage, and storage. Rent shall continue until all Tenant fixtures and equipment are removed or abandoned.

10. Maintenance, Repairs and Services.

10.1 Maintenance and Repairs by Landlord.

Landlord shall repair and maintain in good order and condition the public and common areas of the Building, including lobbies, stairs, elevators, corridors, restrooms, mechanical, plumbing, HVAC, electrical equipment, and the structure itself. The cost of such maintenance and repairs shall be included in operating expenses as defined in Section 4.7 of this agreement. However, if such maintenance and repair becomes necessary in whole or in part due to the act, neglect, fault or omission of any duty by Tenant, its employees, agents, licensees, customers, guests or invitees, or due to damage caused by actual or attempted breaking and entering of the Leased Premises or other unauthorized entry of the Leased Premises, such maintenance and repair shall be undertaken by Landlord at Tenant's expense.

There shall be no abatement of rent and no liability of Landlord by reason of any interference with Tenant's business arising from the making of any repairs, alterations or improvements to any portion of the Leased Premises, the Building, or to fixtures, appurtenances and equipment therein so long as Landlord is making reasonable good faith efforts to minimize such interference.

10.2 Maintenance and Repairs by Tenant.

Tenant by occupying the Leased Premises accepts same as being in good and tenantable condition in accordance with Landlord's obligations. Tenant acknowledges that Landlord has made no representations or warranties respecting the condition of the Leased Premises or the Building, except as specifically set forth in this Lease. Tenant shall at Tenant's sole expense keep the Leased Premises and all interior partitions, door surfaces, glass, fixtures, equipment and appurtenances (including lighting and plumbing fixtures) in good and sanitary condition and repair, ordinary wear and tear excepted. Tenant shall at the expiration or termination of the Term surrender to Landlord the Leased Premises and all alterations, additions and improvements in the same condition as when received, ordinary wear and tear excepted.

10.3 Failure to Maintain.

If Tenant fails to keep and preserve the Leased Premises as set forth in Section 10.2, above, Landlord may, at its option, put or cause the same to be put in the condition and state of repair agreed upon, and in such case, upon receipt of written statements from Landlord, Tenant shall promptly pay the entire cost thereof. Landlord shall have the right, without liability, to enter the Leased Premises for the purpose of making such repairs upon the failure of Tenant to do so with fifteen (15) days notice to Tenant, unless Landlord deems entry necessary without notice due to an emergency.

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Landlord _____
Tenant MC

10.4 Services.

So long as Tenant is not in default hereunder, Landlord shall furnish electrical current, water and sewage disposal and janitorial services for the Leased Premises. Further, Landlord shall furnish heat, and air conditioning to the Leased Premises during Building's normal hours of operation. Landlord shall not be obligated to furnish telephone and communication systems service, which shall be the sole responsibility of Tenant unless otherwise specified in this lease document or amendment thereto.

10.5 Garbage.

Any outside storage or disposal of garbage refuse of any type in any manner other than the facilities provided therefor for the Leased Premises is prohibited. Such garbage or refuse may not be temporarily stored or disposed of in any manner other than the facilities provided therefor without the prior written consent of Landlord. If Tenant generates more than the normal amount of garbage, Landlord may impose an additional charge upon Tenant to compensate for the removal thereof. The determination of "normal" under the provisions of the preceding sentence shall be made by Landlord in good faith.

10.6 Landlord's Duties.

Landlord shall not be in default under this Lease or liable for any damages resulting from or incidental to, nor shall it be an actual or constructive eviction of Tenant, nor shall the rent be abated by reason of:

- (a) The interruption of use of any equipment in connection with the furnishing of any of the services described in this Section 10;
- (b) Failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord, including the making of necessary repairs or improvements to the Leased Premises or to the Building;
- (c) Any limitation, curtailment, rationing or restrictions on the use of electricity, water, gas or any other form of energy serving the Leased Premises or the Building; or
- (d) Failure to make any repair or to perform any maintenance, unless such failure shall persist for an unreasonable time after written notice of the need for such repair or maintenance is given to Landlord by Tenant. Landlord shall use reasonable efforts to remedy any interruption in the furnishing of such services.

10.7 Conservation.

Tenant shall use its best efforts to conserve heat, air conditioning, electricity and water usage on the Leased Premises.

11. Signs.

Tenant shall not place or allow to be placed on the exterior walls of the Leased Premises or upon the roof or any exterior door or wall or on the exterior or interior of any window thereof any sign, awning, canopy, marquee, advertising matter, decoration, letter or other thing of any kind, without the prior written consent of Landlord.

12. Liens and Encumbrances.

- (a) Tenant shall keep the Leased Premises and the Building free from any liens or encumbrances arising out of any work performed, materials furnished or obligations incurred by Tenant, and shall indemnify and hold Landlord harmless from any and all costs, liability or expenses (including attorneys' fees) arising therefrom.
- (b) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or post a cash deposit or satisfactory surety bond in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

13. Assignment and Subletting.

Tenant shall not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein. Tenant shall not sublet the whole or any part of the Leased Premises, nor shall this Lease or any interest hereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise without the prior written consent of Landlord.

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Tenant MLZ

14. Insurance and Indemnity.

14.1 Insurance.

- (a) During the entire Term Tenant shall, at its expense, maintain adequate liability insurance with an insurance company or companies acceptable to Landlord with a combined single limit of \$1,000,000 for personal injuries and property damage, to indemnify both Landlord and Tenant against any such claims, demands, losses, damages, liabilities and expenses. Landlord and Property Manager (Silva Management) shall be named as an additional insured and shall be furnished with a certificate of insurance, which shall bear an endorsement that the same shall not be canceled except upon not less than thirty (30) days prior written notice to Landlord. Tenant shall also at its own expense maintain, during the Term, all-risk insurance covering its furniture, fixtures, equipment and inventory in an amount equal to the replacement cost thereof, and insurance covering all plate glass and other glass on the Leased Premises. Landlord shall carry all-risk fire insurance on the Building.

Landlord acknowledges that Tenant is self insured pursuant to Oregon Statutes. Landlord agrees that said self insurance will be acceptable for satisfying the above requirements and limits. Tenant can provide a certificate of insurance if desired.

- (b) Landlord will not carry insurance of any kind on any of Tenant's improvements or on Tenant's furniture, furnishings or on any fixtures, equipment, improvements or appurtenances of Tenant under this Lease, and Landlord shall not be obligated to repair any damage thereto or replace the same, except for damages or loss caused by Landlord or Landlord's agents' intentional acts or by the gross negligence of Landlord or Landlord's agents.

14.2 Indemnification.

- (a) Landlord shall not be liable for injury to any person, or for the loss of or damage to any property (including property of Tenant) occurring in or about the Leased Premises from any cause whatsoever, except for Landlord's gross negligence or misconduct. To the extent allowed by the Oregon Constitution Article XI, Section 10 and subject to the limits of the Oregon Tort Claims Act, Tenant hereby indemnifies and holds Landlord harmless from and agrees to defend Landlord against any and all claims, charges, liabilities, obligations, penalties, damages, costs and expenses (including attorneys' fees) arising, claimed, charged or incurred against or by Landlord from any matter or thing arising from Tenant's use of the Leased Premises, the conduct of its business or from any activity, work or other things done or permitted by Tenant in or about the Leased Premises. To the extent allowed by the Oregon Constitution Article XI, Section 10 and subject to the limits of the Oregon Tort Claims Act, Tenant shall further indemnify and hold Landlord harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part or to be performed under the terms of this Lease, or arising from any act or

negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorneys' fees, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon and in case any action or proceeding be brought against Landlord by reason of such claim. Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. The indemnification provided for in this Section with respect to any acts or omission during the Term of this Lease shall survive any termination or expiration of this Lease. Landlord shall not be liable for interference with light or air or view or for any latent defect in the Leased Premises. Tenant shall promptly notify Landlord of casualties or accidents occurring in or about the Leased Premises.

- (b) Landlord shall indemnify and defend Tenant from any claim, loss, liability, cost or expense, including Tenant's reasonable attorney fees and costs, arising out of or related to any activity of Landlord, its employees, agents or contractors, on the Leased Premises or any condition of the Leased Premises caused or contributed to by Landlord, its agents, employees, or contractors, or any breach of any duty, representation or warranty of Landlord under this Lease; provided, however, that Landlord shall have no liability for damages due to natural causes or causes outside Landlord's reasonable control or supervision.

14.3 Waiver of Subrogation.

Landlord and Tenant hereby mutually release each other from liability and waive all right of recovery against each other, their agents, employees, customers and invitees for any loss in or about the Leased Premises, from perils insured against under their respective fire and all-risk insurance contracts, including any extended coverage endorsements thereof, whether due to negligence or any other cause; provided that this Section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of Landlord or Tenant.

15. Eminent Domain.

15.1 Partial Taking.

If a portion of the Leased Premises is condemned and Section 15.2 does not apply, the Lease shall continue on the following terms:

- (a) Landlord shall be entitled to the proceeds of condemnation attributable to the real property and improvements (except for Tenant's leasehold improvements and trade fixtures). Tenant shall have no claim against Landlord as a result of the condemnation except that Tenant shall be entitled to receive any proceeds for interruption of Tenant's business and to any award attributable to Tenant's leasehold improvements, trade fixtures and equipment.
- (b) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Leased Premises as are necessary to restore

the remaining Leased Premises to a condition as reasonably practicable to that existing at the time of the condemnation. Monthly Base Rent shall be abated to the extent that the Leased Premises is unuseable by Tenant during the period of alteration and repair.

- (c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Leased Premises in anticipation of taking, the Monthly Base Rent shall be reduced in proportion to the reduction in value of the Leased Premises as an economic unit on account of the partial taking. If the parties are unable to agree on the amount of the reduction of Monthly Base Rent, the amount shall be determined by arbitration.

15.2 Total Taking.

If a condemning authority takes all of the Leased Premises or a portion sufficient to render the remaining Leased Premises reasonably unsuitable for the use that Tenant was then making of the Leased Premises, the Lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under Section 15.1(a).

15.3 Sale in Lieu of Condemnation.

Sale of all or part of the Leased Premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section 15.3 as a taking by condemnation.

16. **Tenant's Default.**

16.1 Default.

Any of the following shall constitute a default by Tenant under this Lease:

- (a) Tenant's failure to pay Monthly Base Rent or any monetary obligation under this Lease within ten (10) days after it is due.
- (b) Tenant's insolvency, business failure or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer; or the appointment of a receiver for Tenant's properties.
- (c) Assignment or subletting by Tenant in violation of Section 13.
- (d) Vacation or abandonment of the Leased Premises without the written consent of Landlord or failure to occupy the Leased Premises within twenty (20) days after notice tendering possession.
- (e) Tenant's failure to comply with any other term or condition within twenty (20) days following written notice from Landlord specifying the noncompliance. If such noncompliance cannot be cured within the twenty (20) day period, this

provision shall be satisfied if Tenant commences correction within such period and thereafter proceeds in good faith and with reasonable diligence to effect compliance as soon as possible.

16.2 Legal Remedies.

In case of default as described in Section 16.1, Landlord shall have the right to the following remedies which are intended to be cumulative and in addition to any other remedies provided under applicable law:

- (a) Landlord may at its option terminate the Lease by notice to Tenant. With or without termination, Landlord may retake possession of the Leased Premises and may use or relet the Leased Premises without accepting surrender or waiving the right to damages. Following such retaking of possession, efforts by Landlord to relet the Leased Premises shall be sufficient if Landlord uses reasonable and good faith efforts for finding tenants for the space at rates not less than the current rates for other comparable space in the Building. If Landlord has other vacant space in the Building, prospective tenants may be placed in such other space without prejudice to Landlord's claim to damages or loss of rentals from Tenant.
- (b) Landlord may recover all damages caused by Tenant's default which shall include an amount equal to rentals lost because of the default, lease commissions paid for this Lease, and the unamortized cost of any Tenant Improvement installed by Landlord to meet Tenant's special requirements. Landlord may sue periodically to recover damages as they occur throughout the Term, and no action for accrued damages shall bar a later action for damages subsequently accruing. Landlord may elect in any one action to recover accrued damages plus damages attributable to the remaining Term of the Lease. Such damages shall be measured by the difference between the Monthly Base Rent under this Lease and the reasonable rental value of the Leased Premises for the remainder of the Term discounted to the time of judgment at the prevailing interest rate on judgments.
- (c) Landlord may make any payment or perform any obligation which Tenant has failed to perform, in which case Landlord shall be entitled to recover from Tenant upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of one and one-half percent (1.5%) per month. Any such payment or performance by Landlord shall not waive Tenant's default.

16.3 Legal Expenses.

If either party is required to bring or maintain any action (including assertion of any counterclaim or cross-claim, or claim in a proceeding in bankruptcy, receivership or any other proceeding instituted by a party hereto or by others), or otherwise refers this Lease to an attorney for the enforcement of any of the covenants, terms or conditions of this Lease, the prevailing party in such action shall, in addition to all other payments required herein, receive from the other all the costs incurred by the prevailing party including reasonable attorneys' fees which the prevailing party incurred on any appeal.

17. Default by Landlord.

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within twenty (20) days after written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than twenty (20) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion.

18. Damage or Destruction.

18.1 Destruction.

If the Leased Premises or the Building in which the Leased Premises are located are destroyed or damaged such that the cost of repair exceeds fifty percent (50%) of the value of the structure before the damage, either party may elect to terminate the Lease as of the date of the damage or destruction by notice given to the other in writing not more than sixty (60) days following the date of damage. If neither party elects to terminate, Landlord shall diligently proceed to restore the Leased Premises to substantially the same or better form as prior to the damage or destruction so as to provide Tenant with useable space equivalent in quantity and character and in the same location as existed prior to the damage or destruction. Tenant shall be responsible for the cost to rebuild any fixtures or improvements not insured under the insurance policy maintained by Landlord pursuant to Section 14.1 unless such damage or destruction was caused by the gross negligence or wrongful misconduct of Landlord, its agents or employees, or persons under the control or supervision of Landlord. Work shall commence as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control.

18.2 Rent Abatement.

Rent shall be abated during the repair of any damage to the extent the Leased Premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the negligence of Tenant, its employees, agents or contractors.

18.3 Damage Late in Term.

If damage or destruction to which Section 18.1 would apply occurs within one year before the end of the then-current Term, either party may elect to terminate the Lease by written notice to the other given within thirty (30) days after the date of the damage.

18.4 Express Agreement.

The provisions of this Section shall be considered an express agreement governing any case of damage or destruction of the Building or Leased Premises by fire or other casualty.

18.5 Business Interruption.

No damages, compensation or claim shall be payable by Landlord for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Leased Premises or of the Building. Landlord shall use its best efforts to affect such repairs promptly.

19. **Subordination and Attornment.**

19.1 Subordination.

This Lease shall be subordinate to any existing or future mortgages or deeds of trust on the Building or on the leasehold interest held by Landlord, and to any extensions, renewals, or replacements thereof. At the request of Landlord, Tenant shall promptly execute and deliver all instruments which may be appropriate to further secure and document such subordination.

19.2 Attornment.

If the interest of Landlord is transferred to any person or entity by reason of foreclosure or other proceedings for enforcement of any mortgage, deed of trust or security or by delivery of a deed in lieu of foreclosure or other proceedings, Tenant shall upon delivery to Tenant by said transferee of a nondisturbance agreement, immediately and automatically attorn to such person or entity. In the event of such transfer, this Lease and Tenant's rights hereunder shall continue undisturbed so long as Tenant is not in default.

19.3 Tenant's Certificate.

Tenant shall at any time and from time to time upon not less than three (3) days prior written notice from Landlord execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rents are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (c) setting forth the date of commencement of Monthly Base Rents. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building.

20. **Access by Landlord.**

Landlord or Landlord's employees, agents, and contractors shall have the right to enter the Leased Premises with reasonable notice to examine the same or to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. If Tenant is not personally present to permit entry and an entry is necessary, Landlord may in case of emergency forcibly enter the same, without rendering Landlord liable therefor. Nothing contained herein shall be construed to impose upon Landlord any duty of repair of the Leased Premises or Building except as otherwise specifically provided for herein.

21. **Surrender or Abandonment of Leased Premises.**

21.1 Surrender of Possession.

Tenant shall promptly yield and deliver to Landlord possession of the Leased Premises at the termination of this Lease. Landlord may place and maintain a "For Lease" sign in conspicuous places on the Leased Premises not more than sixty (60) days prior to the termination of this Lease.

21.2 Abandonment.

Should Tenant vacate or abandon the Leased Premises or be dispossessed by process of law or otherwise for more than five (5) business days, such abandonment, vacation or dispossession shall be deemed a breach of this Lease, and, in addition to any other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Leased Premises and store the same, the cost of such removal and storage to be charged to the account of Tenant.

22. **Intentionally Omitted.**

23. **Holdover.**

Any holding over by Tenant after the expiration of the Term hereof, with Landlord's consent shall be construed to be a tenancy from month-to-month at the rents and on all of the terms and conditions set forth herein, to the extent not inconsistent with a month-to-month tenancy; provided, however, the Monthly Base Rent, at Landlord's discretion shall equal up to one hundred and fifty percent (150%) of the Monthly Base Rent in effect immediately prior to such month-to-month tenancy.

24. **Quiet Enjoyment.**

Tenant, upon fully complying with and promptly performing all of the terms, covenants and conditions of this Lease on its part to be performed, and upon the prompt and timely payment of all sums due hereunder, shall have and quietly enjoy the Leased Premises for the Term set forth herein as against any adverse claim of Landlord or any party claiming under Landlord.

25. **Real Property Taxes.**

25.1 Landlord's Responsibility.

Landlord agrees to pay real property taxes assessed against the Leased Premises during the Term, subject to the tax responsibility of Tenant described in Section 4.6.

25.2 Taxes in Lieu of Property Taxes.

In the event during the Term of the Lease or a renewal hereof, the State of Oregon, County of Lane, City of Eugene, or any other governmental entity enacts a taxing measure that is reasonably determined to be in lieu of real property taxation

(including tax on rental income but not other income taxes), the amount of such taxation imposed on Landlord that is fairly attributable to that portion of the Building occupied by Tenant pursuant to this Lease or attributable to Tenant's lease from Landlord, shall be for the purposes of this Lease considered as real property taxes when calculating the respective responsibilities of Landlord and Tenant.

26. Miscellaneous.

26.1 Tenant Defined.

The word "Tenant" as used herein shall mean each and every person, partnership or corporation who is mentioned as a Tenant herein or who executes this Lease as Tenant.

26.2 Joint Obligation.

If there is more than one Tenant, the obligations hereunder imposed shall be joint and several.

26.3 Broker's Commission.

Tenant represents and warrants that it has incurred no liabilities or claims for brokerage commissions or finder's fees in connection with the execution of this Lease and that it has not dealt with or has any knowledge of any real estate broker, agent or salesperson in connection with this Lease.

26.4 Recording.

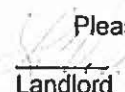

Tenant shall not record this Lease without the prior written consent of Landlord.

26.5 Notices.

Any notice required in accordance with any of the provisions herein if to Landlord shall be delivered or mailed by registered or certified U.S. mail to the address of Landlord as set forth by the signature of the Parties, or at such other place as Landlord may in writing from time to time direct to Tenant, and if to Tenant, shall be delivered or mailed by registered or certified mail to Tenant at the Leased Premises. If there is more than one Tenant, any notice required or permitted hereunder may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. Notices shall be deemed received on the date hand delivered or on the date that is three (3) days after proper mailing if sent by registered or certified U.S. mail.

LANDLORD: LINMAR MANAGEMENT, INC.
5186 CARROLL CANYON ROAD
SAN DIEGO, CALIFORNIA 92121

LANDLORD'S AGENT: SILVA MANAGEMENT

Please Initial
Landlord 
Tenant 

ATTN: SILVA SULLIVAN
101 EAST BROADWAY, SUITE 103
EUGENE, OR 97401
541-228-3201

TENANT: LANE COUNTY OREGON
ATTN: DAVID SUCHART
FACILITIES MANAGEMENT
151 WEST 7TH AVENUE, SUITE 580
EUGENE, OR 97401
541-682-3699

26.6 Time.

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

26.7 Prior Agreements.

This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

26.8 Choice of Law.

This Lease shall be governed by the laws of the state in which the Leased Premises are located.

26.9 Confidentiality.

Tenant agrees and understands that Tenant has received special terms and conditions in this Lease which may not have been made available to other Tenants in the Building. Tenant understands that knowledge by other existing tenants in the Building of such special terms and conditions could cause damage to Landlord. Landlord agrees and understands that, as a public body, Tenant is subject to the Oregon Public Records law, ORS 192.410 – 192.505 and the Custody and Maintenance of Public Records law, ORS 192.005 – 192.170. As a consequence, all records held by Tenant are public records and Tenant is required to produce public records if requested unless an exemption to disclosure is applicable. Accordingly, to the extent consistent with Tenant's foregoing duties, Tenant agrees to keep all terms and conditions of this Lease strictly confidential and not directly or indirectly divulge such information to any third party without Landlord's prior written consent. Notwithstanding the above, Landlord hereby consents to Tenant divulging the terms and conditions of this Lease to any lender or financial advisor of Tenant in their capacity as lender or financial advisor.

26.10 Portion of Rent.

In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the Monthly Base Rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

26.11 Smoking.

The Building has been designated as a "Non-Smoking Building." Tenant shall not smoke or allow their agents, employees, customers or invitees to smoke in or about the Leased Premises or common areas of the Building.

26.12 Construction.

All of the terms and provisions of this Lease have been negotiated by Landlord and Tenant with the assistance of their respective legal counsels. Therefore, it is the intent of Landlord and Tenant that this Lease not be construed for or against either of the parties hereto, and that neither of the parties hereto be deemed the draftsmen of this Lease.

26.13 Tenant's Offer.

Execution of this Lease Agreement by Tenant constitutes an offer which shall not be deemed accepted by Landlord until Landlord has executed this Lease and delivered a duplicate original thereof to Tenant.

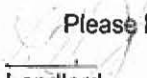
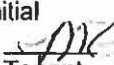
26.14 Early Termination.

Provided Tenant is not in default hereunder and provided Tenant is operating the Family Law Program in the Leased Premises, subject to the terms and conditions set forth in this Section 26.14, Tenant shall have the right to terminate the Lease in the event Tenant's grant/source of funding for the Family Law Program is eliminated (the "Early Termination Right"). Tenant and Landlord recognize and agree that the Leased Premises is intended for use by Tenant's Family Law Program. If Tenant shall choose to use the Leased Premises in full or in part for other programs or services offered by Tenant, the elimination of such funding shall not trigger the Early Termination Right granted herein.

To exercise the Early Termination Right, Tenant must provide to Landlord (i) formal documentation of the loss of funding for the family law program, (ii) 120 days prior written notice of Tenant's intent to terminate the Lease and (iii) an early termination fee equal to the sum of (a) Ten Thousand Dollars (\$10,000) and (b) the unamortized portion of all of the Landlord's costs for the tenant improvements and leasing commissions as of the date of termination. If Tenant fails to exercise the Early Termination Right within 180 days after the loss of funding, the Early Termination Right shall cease and Tenant shall have no further right to terminate the Lease under this Section.

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

Lease Agreement - 20

Please Initial
Landlord  Tenant 

LANDLORD
LINMAR MANAGEMENT, INC.
5186 CARROLL CANYON ROAD
SAN DIEGO, CALIFORNIA 92121

TENANT
LANE COUNTY OREGON
101 E. Broadway, Suite 305
Eugene, OR 97401

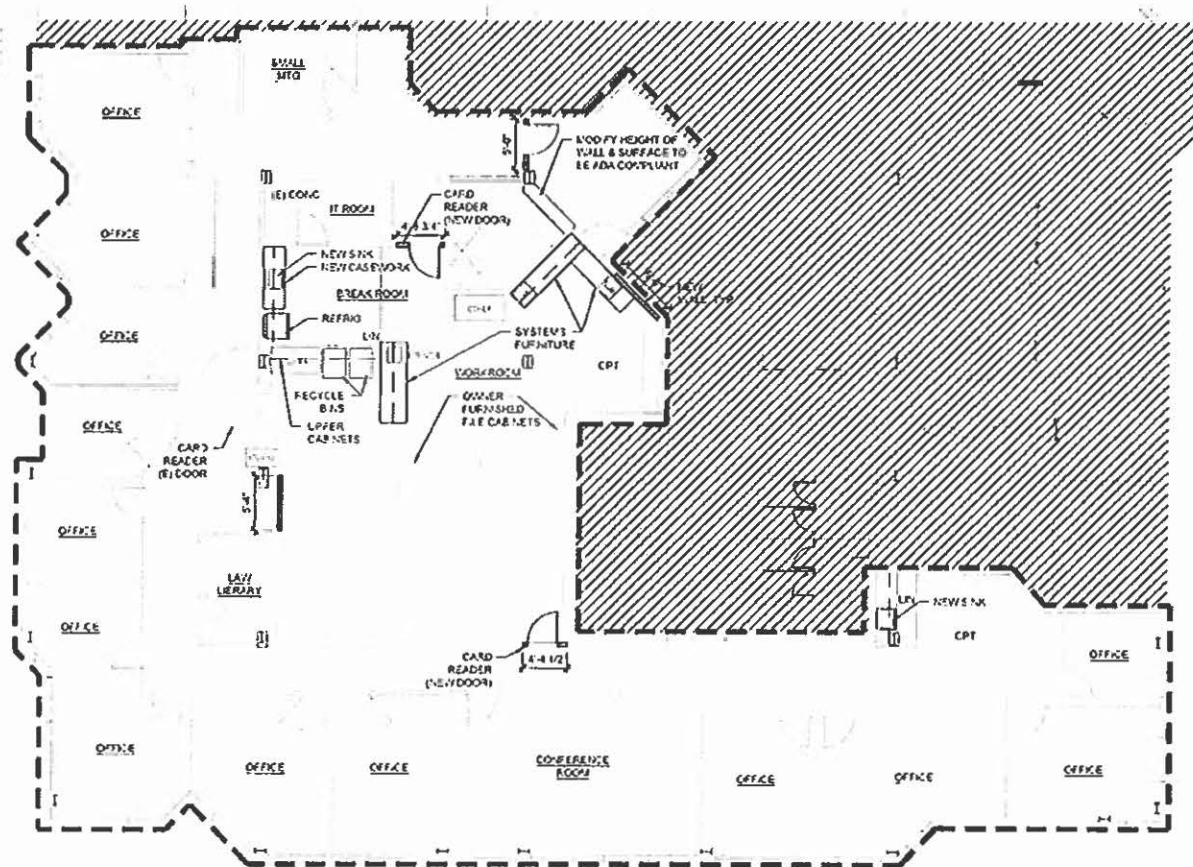
Luigi Stroker
DATE: *9-18-12*

Michaela Tate for Lane Richardson
DATE: *8/21/12*

LS Please Initial *ME*
Landlord Tenant

Exhibit A – Leased Premises.

Parkview Place Building
Real Property Lease



Please Initial
Landlord *[Signature]*
Tenant *[Signature]*

Exhibit B – Work Letter Agreement

WORK LETTER AGREEMENT

This Work Letter Agreement ("Work Letter Agreement") sets forth the terms and conditions relating to the construction of improvements for the Leased Premises. All references in this Work Letter Agreement to "the Lease" shall mean the relevant portions of the Lease to which this Work Letter Agreement is attached as Exhibit "B".

SECTION 1.

BASE, SHELL AND CORE

Subject to the terms and conditions of the Lease, Tenant shall accept the base, shell and core of the Leased Premises and of the Building (collectively, the "Base, Shell and Core") in its current "As-Is" condition existing as of the date of the Lease and the Commencement Date. As an accommodation to Tenant, Landlord shall cause to be installed in the Leased Premises certain "Tenant Improvements" (as defined below) pursuant to the provisions of this Work Letter Agreement. Except for the Tenant Improvements described in this Work Letter Agreement, Landlord shall not be obligated to make or pay for any alterations or improvements to the Leased Premises or the Building. As of the Delivery Date, subject to any punch list items, Tenant shall have accepted the Tenant Improvements in their "As-Is" condition.

SECTION 2.

TENANT IMPROVEMENTS

Attached hereto as Schedule 1 and incorporated herein by this reference is a space plan which has been designed and approved by Tenant for the Leased Premises (the "Space Plan"). Attached hereto as Schedule 2 is the proposal prepared by Essex General Construction, Inc. dated July 25, 2012 to build out the Leased Premises as set forth in the Basic Space Plan which reflects a total estimated cost of \$217,843 for such work (the "Space Plan Bid"). The mechanical work required in connection with the Space Plan is detailed on the proposal prepared by A&R HVAC/Mechanical Services, LLC dated July 26, 2012 and attached hereto as Schedule 3 and incorporated herein and reflects an additional cost of \$12,736 (the "Mechanical Bid"). The Space Plan, Space Plan Bid and Mechanical Bid describe the tenant improvements that Landlord will cause to be constructed on the Leased Premises for an estimated total cost of \$230,579 (collectively, the "Tenant Improvements").

SECTION 3.

PAYMENT FOR COSTS OF TENANT IMPROVEMENTS

Landlord shall pay \$75,000 toward the Tenant Improvements (the "Improvement Allowance"). The remaining cost of the Tenant Improvements shall be at Tenant's sole cost and expense. After application of the Improvement Allowance, Landlord shall invoice Tenant for all costs outside the Improvement Allowance incurred by Landlord in connection with the Tenant Improvements. Tenant shall reimburse Landlord within thirty (30) days after the presentation by Landlord of invoices for the same (the "TI Reimbursements"). The TI Reimbursements shall constitute Additional Rent under the Lease. Tenant shall assume all risk for cost overruns associated with the Tenant Improvements in excess of the amounts set forth on the Space Plan Bid and

Mechanical Bid, unless such cost overruns are solely due to the gross negligence or wrongful misconduct of Landlord.

Tenant shall have the right to approve any changes or revisions to the Space Plan and/or Space Plan Bid, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, to the extent that the Space Plan Bid includes options or alternates, Tenant shall have the right to select among such options and alternates at its discretion provided that (i) any increased costs as a result of the same shall be borne exclusively by Tenant and (ii) any delays caused by such selections shall be at Tenant's risk and shall not adjust the Commencement Date.

SECTION 4.

DELIVERY OF PREMISES

For purposes of the Lease, including for purposes of determining the Commencement Date, the possession of the Leased Premises shall be deemed tendered to Tenant upon the completion of construction of the Tenant Improvements in the Leased Premises pursuant to the Space Plan, Space Plan Bid and Mechanical Bid, with the exception of any punch list items that do not materially and adversely affect Tenant's use and occupancy of the Leased Premises and any tenant fixtures, work-stations, built-in furniture, or equipment to be installed by Tenant (the "Delivery Date"). Tenant shall work directly with the contractor to repair or correct the punchlist items identified by Tenant – Landlord shall have no obligation to correct the same.

SECTION 5.

MISCELLANEOUS

5.1 Termination. Notwithstanding anything in the Lease (including this Work Letter Agreement) to the contrary, Tenant acknowledges and agrees that Landlord shall have the right to terminate the Lease by giving Tenant written notice of the exercise of such option (in which event the Lease shall cease and terminate as of the date of such notice) in the event Landlord is unable to obtain the building permits for the Tenant Improvements within sixty (60) days from the date of the full execution and delivery of the Lease by Landlord and Tenant. Upon such termination, the parties shall be relieved of all further obligations under the Lease except for those obligations under the Lease which expressly survive the expiration or sooner termination of the Lease.

5.2 Tenant's Representative. Tenant has designated DAVID SUCHART as its sole representative with respect to the matters set forth in this Work Letter Agreement, who shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter Agreement.

5.3 Landlord's Representative. Landlord has designated ^{Tony} SCOTT BRINEMACHER as its sole representative with respect to the matters set forth in this Work Letter Agreement, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter Agreement.

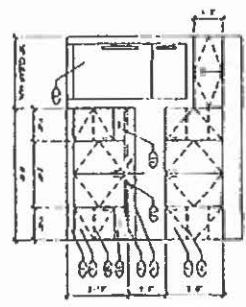
5.4 Time of the Essence in This Work Letter Agreement. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. Both Landlord and Tenant shall use commercially reasonable, good faith, efforts and all due diligence to cooperate with each other to complete all phases of the build out.

5.5 Tenant's Lease Default. Notwithstanding any provision to the contrary contained in the Lease, if an event of default by Tenant under the Lease or any default by Tenant under this Work Letter Agreement has occurred at any time on or before the Delivery Date and remains after the expiration of applicable notice and cure periods, then (i) in addition to all other rights and remedies granted to Landlord pursuant to the Lease, at law and/or in equity, Landlord shall have the right to cause the contractor to suspend the construction of the Tenant Improvements and (ii) all other obligations of Landlord under the terms of this Work Letter Agreement shall be forgiven until such time as such default is cured pursuant to the terms of the Lease (in which case, Tenant shall be responsible for any delay in the Delivery Date caused by such inaction by Landlord). In addition, if the Lease is terminated prior to the Commencement Date, for any reason due to a default by Tenant as described in the Lease or under this Work Letter Agreement, in addition to any other remedies available to Landlord under the Lease, at law and/or in equity, Tenant shall pay to Landlord, as additional rent under the Lease, within five (5) days of receipt of a statement therefor, any and all costs incurred by Landlord and not reimbursed or otherwise paid by Tenant through the date of such termination in connection with the Tenant Improvements to the extent planned, installed and/or constructed as of such date of termination, including, but not limited to, any costs related to the removal of all or any portion of the Tenant Improvements and restoration costs related thereto.

Please Initial

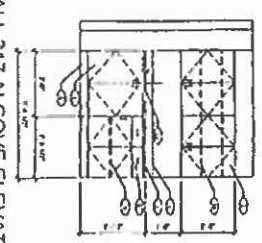
Landlord *MC*

 Tenant

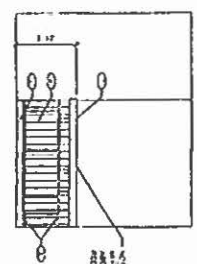


1 BREAK ROOM ELEVATION
SPT = 1/2"

- NOTES:**
- 1. SEE PLAN FOR COUNTER CONSTRUCTION
 - 2. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 3. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 4. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 5. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 6. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 7. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 8. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 9. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE
 - 10. ALL TILE WORK SHALL BE INSTALLED OVER A 1/2" GYPSUM BOARD SUBSTRATE



2 HALL 317 ALCOVE ELEVATION
SPT = 1/2"



3 RECEPTION COUNTER ELEVATION
SPT = 1/2"

REGISTERED ARCHITECT

Pivot
 2012-2013

LIGHTING FIXTURE SCHEDULE			
NO.	DESCRIPTION	QUANTITY	NOTES
1	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
2	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
3	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
4	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
5	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
6	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
7	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
8	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
9	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
10	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
11	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
12	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
13	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
14	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
15	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
16	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
17	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
18	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
19	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
20	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
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28	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
29	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
30	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
31	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
32	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
33	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
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36	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
37	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
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44	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
45	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
46	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
47	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
48	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
49	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS
50	4' x 4' RECESSED CANOPY	1	100 WATT, 120 VOLT, 15 AMP, 1500 LUMENS

LIGHTING CALCULATIONS:

Method used to determine lighting levels is based on the following assumptions:
 1. All lighting fixtures are of the same type and are uniformly distributed.
 2. All lighting fixtures are of the same wattage and are uniformly distributed.
 3. All lighting fixtures are of the same height and are uniformly distributed.
 4. All lighting fixtures are of the same beam spread and are uniformly distributed.
 5. All lighting fixtures are of the same color temperature and are uniformly distributed.
 6. All lighting fixtures are of the same efficacy and are uniformly distributed.
 7. All lighting fixtures are of the same luminaire efficiency and are uniformly distributed.
 8. All lighting fixtures are of the same mounting height and are uniformly distributed.
 9. All lighting fixtures are of the same mounting angle and are uniformly distributed.
 10. All lighting fixtures are of the same mounting distance and are uniformly distributed.

KEYNOTES:

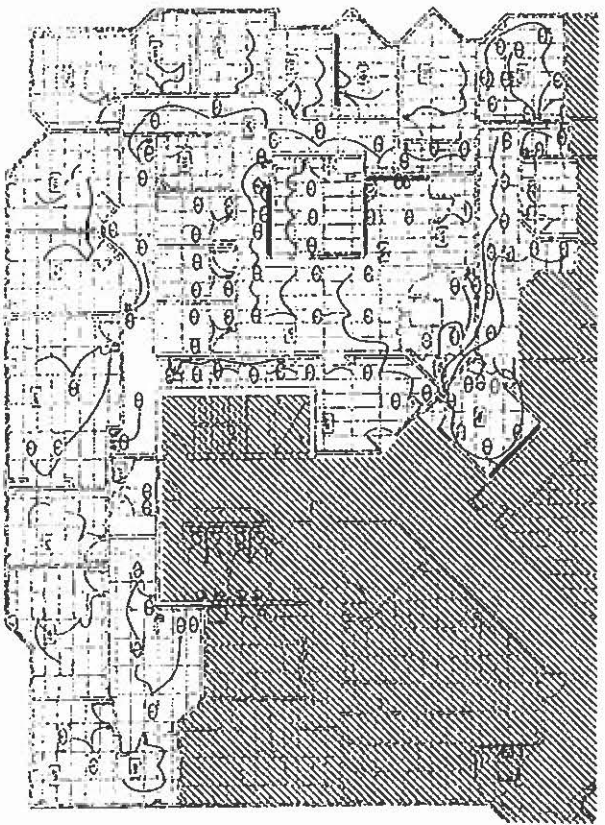
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- 10. All lighting fixtures are of the same mounting distance and are uniformly distributed.

GENERAL NOTES:

1. All lighting fixtures are of the same type and are uniformly distributed.
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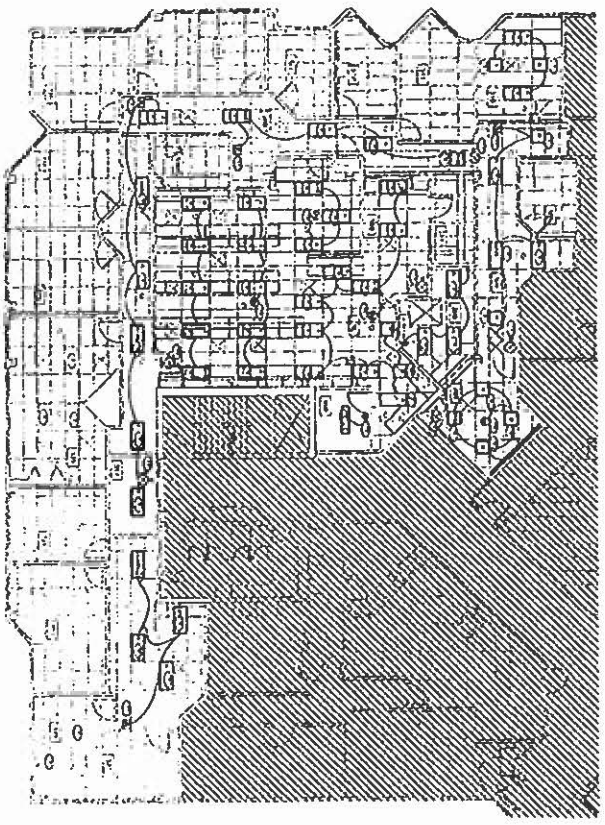
LEGEND (THIS SHEET)

- 1. All lighting fixtures are of the same type and are uniformly distributed.
- 2. All lighting fixtures are of the same wattage and are uniformly distributed.
- 3. All lighting fixtures are of the same height and are uniformly distributed.
- 4. All lighting fixtures are of the same beam spread and are uniformly distributed.
- 5. All lighting fixtures are of the same color temperature and are uniformly distributed.
- 6. All lighting fixtures are of the same efficacy and are uniformly distributed.
- 7. All lighting fixtures are of the same luminaire efficiency and are uniformly distributed.
- 8. All lighting fixtures are of the same mounting height and are uniformly distributed.
- 9. All lighting fixtures are of the same mounting angle and are uniformly distributed.
- 10. All lighting fixtures are of the same mounting distance and are uniformly distributed.



1 3RD FLOOR LIGHTING DEMO

1/8" = 1'-0"



2 3RD FLOOR LIGHTING CONSTRUCTION

1/8" = 1'-0"

E121

LIGHTING DEMO PLAN
 LIGHTING CONSTRUCTION PLAN

CONSTRUCTION DOCUMENTS 7.15.2012
 LAKE COUNTY
 FAMILY LAW TENANT IMPROVEMENT

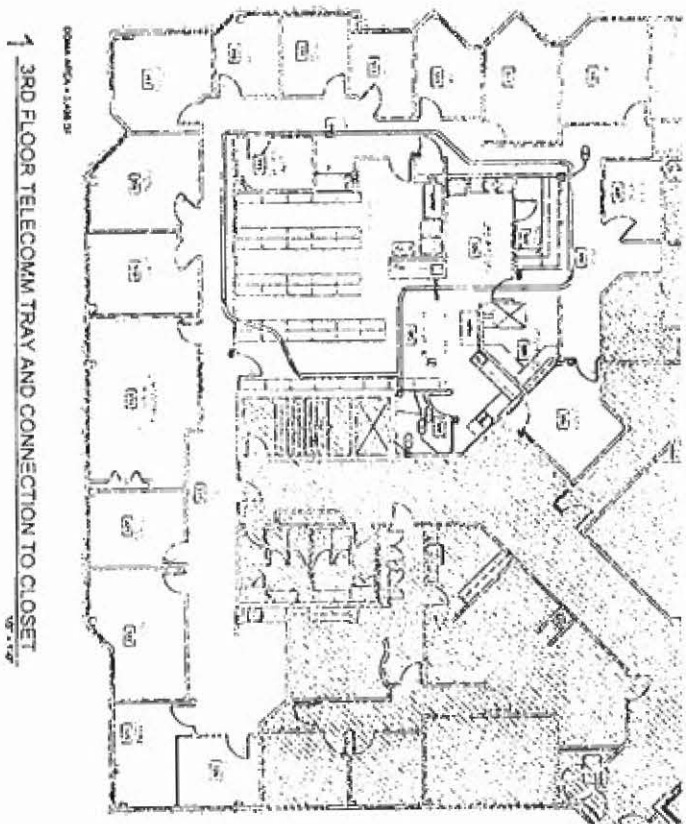
Hanna Engineering
 ELECTRICAL ENGINEERING
 1000 W. WASHINGTON ST.
 SUITE 1000, WASHINGTON, GA 30691
 PHONE: 770.531.1234
 FAX: 770.531.1234

KEYNOTES:

- ① POWER AND SIGNAL UNITS/BOXES, TERMINAL COARDS, 3P, THREADED RODS, 3/8" DIA. WITH NUTS, ETC. RECOMMENDED FOR ALL OF THE EAST AND SOUTH WALLS AND 2M OF THE WEST WALL.
- ② INSTALL PERM. INSULATED STEEL CABLE TRAY
- ③ REMOVE EXCESS CONDUIT, CONDUITS ON FLOOR WALL.
- ④ INSTALL 2" DIA. CONDUIT, WITH INSULATED, THROUGH THE FLOOR FROM THE TELECOM ROOM INTO THE HALLWAY, WITH THE DATA CABLE RECONNECTERS' AND INSULATED CONDUITS WITH THE OTHER WALLS.

LEGEND:

- DATA CABLE TRAY
- CONDUITS



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4254 W 7th Ave., Eugene Oregon 97402
 Ph 541-3424509 Fax 541-3424938

Project: LC JJC Family Law TI- PVP 3rd Flr
 101 East Broadway, Eugene

Date: July 25, 2012

BUDGET ESTIMATE: Based On Pivot Architecture drawings dated July 16, 2012, and Addendum No.1.

Project Area (~): 5,500 Square Feet

CODE	DESCRIPTION	TYPE-RESPONSIBILITY	UNITS	QUAN	UNIT COST	SUBTOTAL	COST	DIVISION
DIVISION 1- GENERAL CONDITIONS								\$28,431
01009	Insurance/ Builders Risk	Budget	ls	1	\$261.00	\$261	\$261	
01010	Permit & Plan Check Fees	By Owner	ls	1	\$0.00	\$0	\$0	
01026	Supervision 3-months	Budget	hr	360	\$54.00	\$19,440	\$19,440	
01028	Project Manager	Budget	hr	24	\$65.00	\$1,560	\$1,560	
01038	Refuse Disposal (new const. debris)	Budget	ea	1	\$200.00	\$200	\$200	
01039	Clean-up for New construction	Budget	hr	60	\$40.00	\$2,400	\$2,400	
01056	Punch List	Budget	hr	16	\$40.00	\$640	\$640	
01070	Additional Drawings	Budget	ls	1	\$50.00	\$50	\$50	
01405	Testing Allowance	None allowed	ls	1	\$0.00	\$0	\$0	
01520	Toilets, Use building facilities	Budget	mo	1	\$0.00	\$0	\$0	
01528	Office & Materials	Budget	mo	3	\$150.00	\$450	\$450	
01662	Misc. Construction Suppl'es	Budget	ls	1	\$250.00	\$250	\$250	
01670	Pickup Truck	Budget	mo	3	\$400.00	\$1,200	\$1,200	
01700	Safety Requirement's	Budget	hr	12	\$40.00	\$480	\$480	
01745	Final Cleaning	Budget	sf	6000	\$0.25	\$1,500	\$1,500	
01750	Window Cleaning	Budget	ls	1	\$0.00	\$0	\$0	
DIVISION 2- SITEWORK								\$11,045
02050	Demolition As shown Labor & Debris tip fees	Essex	ls	1	\$7,245.00	\$7,245	\$7,245	
02051	Dust Barriers & (E) Floor Protection (Lobby & Halls) Daily public space clean-up	Budget	ls	1	\$3,800.00	\$3,800	\$3,800	
DIVISION 6- WOOD & PLASTICS								\$5,990
06834	Custom Casework	Bid- Advance Cab Designs	ls	1	\$5,250.00	\$5,250	\$5,250	
06844	Finish Carpentry Relocates (E) Bookcase Install OFCI Bookshelves, Fasteners & consumables	Budget	ls	1	\$740.00	\$740	\$740	
DIVISION 8- DOORS & WINDOWS								\$14,608
08100	Doors, Frames, & Hardware Entrances & Storefronts Allow to replace (E) Alum Door 2 needed to accommodate panic hardware	Bid- Bell Hardware	ls	1	\$12,228.00	\$12,228	\$12,228	
08400		Allowance	ls	1	\$1,500.00	\$1,500	\$1,500	
08710	Fresh Hardware	Essex labor	hr	22	\$40.00	\$880	\$880	
DIVISION 9- FINISHES								\$38,975
09250	Gypsum Board Includes (E) ceiling grid repair Patching gypsum as req	Bid- Hartness	ls	1	\$9,725.00	\$9,725	\$9,725	
09500	Acoustical Treatment Allowed 25% new ceiling tile replacement	Allowance	ls	1	\$1,616.00	\$1,616	\$1,616	
09680	Floor Finishes	Bid- Rubenstein's	ls	1	\$17,769.00	\$17,769	\$17,769	
09900	Painting- Base scope	Bid- WC Finishes	ls	1	\$9,865.00	\$9,865	\$9,865	
DIVISION 10- SPECIALTIES								\$680
10520	Fire Extinguishers 3-Fire-X & Cabinets, installation	Budget	ls	1	\$680.00	\$680	\$680	
DIVISION 12- FURNISHINGS								\$750
12500	Window Treatment Allowance for window blind replacement as needed	Allowance	ls	1	\$750.00	\$750	\$750	

DIVISION 15- MECHANICAL							\$3,530
15300	Fire Protection: Modifications & additions to (E) system	Bid- Jot	Is	1	\$1,780.00	\$1,780	\$1,780
15400	Plumbing	Bid- K Cohen Plumbing	Is	1	\$1,750.00	\$1,750	\$1,750
15500	HVAC- Rkh Culp	By Owner	Is	1	\$0.00	\$0	\$0
DIVISION 16- ELECTRICAL							\$95,591
16001	Electrical	Reynolds	Is	1	\$33,390.00	\$33,390	\$33,390
16400	Fire Alarm	Budget	Is	1	\$1,285.00	\$1,285	\$1,285
16600	Special Systems	Budget	Is	1	\$22,080.00	\$22,080	\$22,080
16700	Communications	Budget	Is	1	\$38,836.00	\$38,836	\$38,836

TOTAL HARD COST >>>>>		\$199,600	\$199,600
2.00%	CONTINGENCY		\$3,992
SUBTOTAL			\$203,592
7.00%	CONTRACTOR FEE		\$14,251
Grand Total			\$217,843

Cost Per Square Foot \$39.61

OPTIONS							\$1,434
05500	Painting- Add Option: Clean, touch-up, re seal & existing doors & jambs	Bid- WC Finishes	Is	1	\$784.00	\$784	\$784
05900	Painting- Option: Touch-up existing trim in non-modif ad areas (hourly basis)	Bid- W/C Finishes	Is	1	\$650.00	\$650	\$650



179 Sunday Dr., Creswell, OR 97426
 Email: rculphyac@gmail.com
 Cell: 541.736.4661 Office/Fax: 541.896.9100
 CCB #178281

July 26, 2012

Proposal 0255

Linmar Management, Inc
 C/o Silva Management
 101 E. Broadway, Suite #103
 Eugene, OR 97401
 541-228-3201 Phone
 Attn: Silva & Connie

Job Site: Park View Place Bldg.
 101 E. Broadway, Suite #304
 Eugene, OR 97401

**PROPOSAL
 HVAC/MECHANICAL SYSTEMS**

A & R HVAC/Mechanical Services, LLC is pleased to provide you with this proposal to provide labor and materials to modify existing supply ductwork/registers and relocate existing pneumatic thermostats as required, based on new tenant floor plan provided by tenant architect (Pivot Architecture), plan #1102.04 and dated 7/16/12. Also install (1) new ductless cooling system for new "Telecom" room. Proposal pricing is based on the following scope of work:

Scope of work:

- Demo existing supply ductwork not to be used in work room, hall 309B & break room areas (perimeter offices are to remain as-is).
- Modify existing supply ductwork and re-distribute based on new floor plan for work room, hall 309B and break room areas including: new flexible duct supply branch ducts w/volume dampers and new "I" bar ceiling supply air registers.
- Provide and install all necessary sheet metal and flexible ductwork/fittings.
- Provide and install (3) new return air ceiling registers.
- Replace (3) existing VAV terminal boxes with new higher capacity VAV terminal boxes to increase air flow/cooling capacity in work room, hall 309B and break room areas.
- Relocate existing pneumatic thermostats as required per floor plan.
- Provide and install (1) new Fujitsu 9 kbtu ductless cooling system for new "Telecom" room (Model #AOU9R1.PW#ASU9R1.P). Route refrigerant line set up to roof thru abandoned vent shaft; locate outdoor condensing unit to west of abandoned duct on roof mounted on treated 4x4 curb rails. Indoor wall mount unit to be located up high on north wall of Telecom room.
- Mechanical permit fee is included.
- Start up/check operation and adjust as required.
- One year standard warranty; parts & labor.

Proposal Price:

- Twelve Thousand, Seven Hundred Thirty Six Dollars (\$12,736). Materials and labor.

Terms and conditions:

- All work is figured during normal business hours at straight time. Afterhours access may be required.
- Proposal pricing is good for 30 days.
- Wall patching at abandoned vent duct chase to be done by others.
- Roof patch/wash (if required) is excluded
- Structural review, modifications/fees are excluded.
- Asbestos abatement/testing fees (if required) are excluded.
- Fire/smoke dampers (if required) are excluded.
- Line voltage electrical installation for new ductless cooling system is excluded.
- Due upon completion.

By signing below you agree to above scope, terms/conditions and pricing.

CONTRACTOR:

CUSTOMER:

A & R HVAC/MECHANICAL SERVICES, LLC

LINMAR MANAGEMENT, INC. C/O SILVA MANAGEMENT

Proposed By/Date: Richard Culph 7/26/12

Accepted By/Date: _____

HEATING • AIR CONDITIONING • REFRIGERATION • MECHANICAL SYSTEMS • CONTROLS
 SALES • SERVICE • INSTALLATIONS | COMMERCIAL • RESIDENTIAL
 24-HOUR EMERGENCY SERVICE

Exhibit C - Base Year Budgeted Operating Expenses
Parkview Place Building
Real Property Lease

PARKVIEW PLACE BUILDING		
EXPENSES	ESTIMATES	ACTUALS
	2012	2011
JANITORIAL		
Janitorial		
Janitorial Contract	36,600.00	31,573.84
Janitorial-Extra	70.00	1,033.00
Janitorial - Floors	176.00	
Janitorial-Supplies	7,600.00	7,046.65
Janitorial-Windows/gutters	4,060.00	3,905.00
Total Janitorial	49,066.00	45,562.89
Repairs & Maintenance		
Doors/Locks/Security	750.00	1,005.65
Electrical Repairs	5,300.00	248.01
Elevator Contract/Repairs	9,960.00	13,081.48
Elevator Extra	852.00	351.05
Fire Life Safety	2,250.00	3,006.56
Glass Repair	200.00	400.34
HVAC Contract	6,672.00	4,960.00
HVAC Other	1,060.00	4,077.16
Landscape Contract	900.00	1,469.00
Landscape Extra	1,620.00	460.00
Landscape - Interior	760.00	764.50
Lighting	3,600.00	5,098.93
Parking Lot	3,520.00	483.00
Pest Control	0.00	145.00
Plumbing Repairs	2,853.00	1,701.88
Repairs & Maintenance	2,045.00	12,621.30
Roof	1,200.00	0.00
Signage	0.00	63.00
Total Repairs & Maint	43,682.00	49,935.35
Utilities		
Electricity EWE/B	60,483.00	62,302.05
Water EWE/B	8,425.00	4,836.52
Gas NW/Natural	38,935.00	101,388.00
Garbage	4,749.51	4,158.99
Total Utilities	118,595.51	172,685.56
Administrative		
Management Fees	27,941.24	30,002.03
Licenses/Permits/DEI	6,069.78	6,428.00
Insurance	10,112.00	9,709.40
Office Supplies	10.00	51.51
Total Administrative	44,133.02	46,187.94
Total Expense w/o Taxes	253,416.51	314,371.75
Property Taxes	75,343.69	75,099.34
Total Operating Expenses	328,760.20	359,471.09

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 Landlord

 Tenant

Exhibit D – Option to Renew.

Parkview Place Building
Real Property Lease

There is hereby granted an option to extend the original Term of this Lease for two (2) additional periods comprised of five (5) years each ("Renewal Option") commencing on the day following the expiration of the preceeding term. The Renewal Option(s) herein granted is/are expressly contingent upon all of the following conditions precedent being satisfied:

- (a) Tenant shall not be in material default under any of the terms and conditions of this Lease;
- (b) Tenant shall not have assigned this Lease or any interest therein or sublet (or otherwise permitted occupancy by any third party of) all or any portion of the Leased Premises during the original Term of this Lease regardless of whether Landlord shall have consented to any such assignment, subletting or occupancy;
- (c) Tenant shall have given written notice to Landlord of Tenant's exercise of such Rental Option not less than one hundred eighty (180) days (nor more than two hundred ten (210) days) prior to the expiration of the original Term of this Lease.

In the event Tenant timely exercises the Renewal Option herein granted and satisfies all of the conditions set forth above, the Lease shall continue in effect, as originally written, except as follows:

- (a) The Monthly Base Rent payable during the Renewal Option shall be at Fair Market Rent;
- (b) Except for the Renewal Option herein expressly provided for, Tenant shall have no further rights to renew or extend the Term of this Lease;
- (c) All leasehold improvements located within the Leased Premises shall be provided in their then existing condition (on an "as is" basis) at the time the renewal term commences. Furthermore, no abatement or other concessions, if any, applicable to the original Term of this Lease shall apply to such renewal; term; and
- (d) Upon exercise of the Renewal Option herein provided, Landlord and Tenant shall execute an appropriate amendment to this Lease evidencing the new Monthly Base Rent; and
- (e) In no event shall the Renewal Option Monthly Base Rent be less than the Monthly Base Rent at the initial Lease Term expiration.

Time is of the essence in the exercise of this Renewal Option and should Tenant fail to exercise this Renewal Option by timely notice, this Renewal Option shall lapse and be of no further force or effect.

As used herein, the term "Fair Market Rent" for the Leased Premises shall mean the total rent (taking into account known or, if not known, market-consistent additional rent obligations, and considering any "base year" or "expense stop" applicable thereto, and adjusting the base rent component of such rent to reflect the net value after accounting for whether or not utility expenses are paid by the comparison tenant consistent with Tenant's utility payment obligations), including all

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• Please Initial

Landlord Tenant

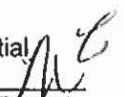
escalations, at which tenants as of the commencement of the Option Term are entering into "true leases" (specifically excluding financing leases) for premises comparable in size, floor location and quality of improvements to the Premises for a comparable term, and located in office buildings that are comparable to the Building in terms of age, quality of construction, level of services and amenities, size and appearance, and located in the Eugene, Oregon submarket area, giving appropriate consideration to the annual rental rates per rentable square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, and accounting for the value of any tenant incentives and concessions provided to the comparison tenant (versus those provided to Tenant), if any, including, but not limited to: (a) rental abatement concessions or build-out periods granted to such tenant; (b) tenant improvements or construction allowances, taking into account the value of the existing improvements in the Premises, such value to be based upon the age, quality and layout of the improvements and the extent to which the same could be utilized by general office users as contrasted with Tenant; and (c) other monetary concessions being granted such tenant.

On or before five (5) business days after the Tenant provides Landlord notice of Tenant's exercise of the Renewal Option, Landlord and Tenant shall commence negotiations to agree upon the Fair Market Rent applicable thereto. If Landlord and Tenant are unable to reach agreement on Fair Market Rent within ten (10) business days after the date negotiations commence, then Fair Market Rent shall be determined as follows:

(i) If Landlord and Tenant are unable to agree on Fair Market Rent within said ten (10) business day period, then within five (5) business days thereafter, Landlord and Tenant shall each simultaneously submit to the other in a sealed envelope its good faith estimate (the "Estimates") of the Fair Market Rent (which may or may not be consistent with previous negotiations). If the higher of such Estimates is not more than one hundred five percent (105%) of the lower of such Estimates, then the Fair Market Rent shall be the average of the two Estimates.

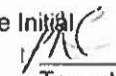
(ii) If the matter is not resolved by the exchange of Estimates as provided in subsection (i) above, then either Landlord or Tenant may, by written notice to the other on or before five (5) business days after the exchange, require that the disagreement be resolved by arbitration. Within seven (7) days after such notice, the parties shall select as an arbitrator a mutually acceptable MAI appraiser with experience in real estate activities, including at least ten (10) years experience in appraising commercial office space in the city and state in which the Building is located. If the parties cannot agree on an appraiser, then, within a second period of seven (7) days, each party shall select an independent MAI appraiser meeting the aforementioned criteria, and, within a third period of seven (7) days, the two appointed appraisers shall select a third appraiser meeting the aforementioned criteria and the third appraiser shall determine the Fair Market Rent pursuant to subsection (iii) below. If one party shall fail to make such appointment within said second seven (7) day period, then the appraiser chosen by the other party shall be the sole arbitrator.

(iii) Once the arbitrator (the "Determining Appraiser") has been selected as provided for in subsection (ii) above, then Determining Appraiser shall make an independent determination of the Fair Market Rent as of the commencement date of the applicable Option Term (including, without limitation, any market escalations). The Determining Appraiser will be instructed that it must choose either the Landlord's Estimate or the Tenant's Estimate and is not permitted to select any other rate. Such determination of the Fair Market Rent shall be made in writing within ten (10) business days of selection of the Determining Appraiser. Each party shall be bound by this determination. All appraisal costs will be paid by the party whose suggested rate

Please Initial 
Landlord Tenant

was not selected as the Fair Market Rent by the Determining Appraiser. The Fair Market Rent determination established pursuant to this subsection (iii) will be binding on the parties and the Lease shall be extended for the applicable Option Term unless the parties mutually agree to nullify the Extension Option and allow the Lease Term to terminate on its scheduled termination date.

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Landlord 

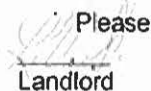

Tenant

Exhibit E – Rules and Regulations.

Parkview Place Building Real Property Lease

1. No sign, placard, picture, advertisement, name or notice shall be posted or affixed on or to any part of the outside of the Building or the Leased Premises without the prior written consent of Landlord, and Landlord shall have the right to remove any sign, placard, picture, advertisement, name or notice posted in violation of this rule, without notice to and at the expense of Tenant.
2. The sidewalks, passages, exits, entrances, and stairways shall not be obstructed by any Tenant or used for any purpose other than for ingress and egress from the Leased Premises. The passages, exits, entrances, stairways, and roof are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence in the judgment of Landlord shall be prejudicial to the safety, character, reputation and interests of the Building and its tenants. No Tenant and no employees, invitees or licensees of any Tenant shall enter the electrical closets, janitorial closets, or similar area or go upon the roof of the Building without the consent of Landlord.
3. Tenant shall not alter any lock or install any new or additional locks or any bolts on any door of the Leased Premises without the prior written consent of Landlord.
4. The restrooms and the fixtures and equipment contained therein shall not be used for any purpose other than that for which they were constructed. Restroom fixtures shall not be used for the disposal of foreign substances (e.g. coffee grounds) and the expense of any breakage, stoppage or damage resulting from violation of this rule shall be borne by the responsible Tenant.
5. Tenant shall not permit the Leased Premises to be occupied or used in a manner offensive or objectionable to the other occupants of the Building, persons having business therein, or the occupants of neighboring buildings. Specifically, Tenant shall not use, keep or permit to be used or kept any noxious gas or odorous substance in the Leased Premises. Tenant shall not allow any animals of any kind to be brought into or kept in or about the Leased Premises of the Building. Tenant shall not make or permit to be made any loud or disturbing noises, whether by any musical instrument, radio, phonograph, appliance, or in any other way. Tenant shall not install any radio or television antenna, loudspeaker, or other device on the roof or exterior walls or windows of the Building.
6. Tenant shall not use or keep in the Leased Premises or the Building any kerosene, gasoline, combustible fluid, toxic chemical, radioactive substance or other dangerous material.
7. Tenant shall not install vinyl, tile, carpet or other similar floor covering so that the same shall be affixed to any floor of the Leased Premises in any manner except as approved by Landlord. The expense of repairing any damage resulting from a violation of this rule or of removing any floor coverings affixed in violation of this rule shall be borne by Tenant.
8. Before leaving the Building, Tenant and Tenant's employees shall (1) see that the doors of the Leased Premises are closed and securely locked; (2) shut off all water faucets and

Lease Agreement - 30

Please Initial
Landlord  Tenant 

water-using appliances; and (3) shut off all lights and appliances which consume electricity, so as to prevent waste or damage. Tenant shall indemnify Landlord and other tenants for any injuries sustained by any of them as a result of any violation of this rule.

9. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the Rules and Regulations of the Building.
10. The requirements of Tenant will be attended to only upon application at the Building management office. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee will admit any person (tenant or otherwise) to any office without specific instruction from Landlord.
11. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and street address of the Building of which the Leased Premises are a part.
12. Without the prior written consent of Landlord, Tenant shall not use the name of the Building to promote or advertise the business of Tenant except as Tenant's address.
13. Tenant agrees that it shall comply with all fire and security regulations that may be issued from time to time by Landlord. Tenant shall also provide Landlord with the name of a designated responsible employee to represent Tenant in all matters pertaining to fire or security regulations.
14. No curtains, draperies, blinds, shutters, shades, screens or other coverings, hanging or decorations shall be attached to, hung or placed in, or used in connection with any window of the Building without the prior written consent of Landlord. Such window coverings as Landlord does approve shall be installed on the office side of Landlord's standard window covering and shall in no way be visible from the exterior of the Building.
15. Landlord reserves the right to rescind, alter or waive, by written notice to Tenant, any rule or regulation prescribed for the Building when, in Landlord's judgment, it is necessary, desirable or proper to take such action in the best interest of the Building and its tenants. The waiver of a rule or regulation for the benefit of a particular tenant or tenants shall not be construed as a waiver of such rule or regulation in favor of any other tenant or tenants, nor shall any such waiver prevent Landlord from thereafter enforcing the rules or regulation in question against any or all tenants of the Building.
16. These Rules and Regulations supplement and shall not be construed to modify or amend the provisions of the Lease or other agreement between Landlord and Tenant. In the event of any conflict between these Rules and Regulations and the Lease and any agreement executed by Landlord and Tenant, the Lease shall prevail.

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-01-24-02

IN THE MATTER OF
COMMISSIONER APPOINTMENT OF
ONE MEMBER TO THE PUBLIC
HEALTH ADVISORY COMMITTEE
(LM 3.538)

WHEREAS, the Public Health Advisory Committee has one vacancy as the result of the resignation of the Commissioner appointed East Lane member; and

WHEREAS, Committee recruitment resulted in the receipt and consideration of three valid candidates for Commissioner direct position number Five, East Lane; and

WHEREAS, Commissioner Buch has elected to appoint the new member set forth below; and

WHEREAS, the Board of Commissioners concurs with the appointment of this candidate to complete the term for this position;

NOW, THEREFORE, the Board of County Commissioners **ORDERS** as follows:

1. That the appointee to Position 5 is confirmed, as set forth below:

Member	Appoint to Position #	Term Expiration
Clem Pope	5 (Commissioner direct)	8/31/2025

ADOPTED this 24th day of January, 2023.



Pat Farr, Chair
Lane County Board of Commissioners

**Lane County Public Health
Health Advisory Membership
2023**

Italics indicate a Commissioner appointed member, yellow highlight reflects current candidate.

MEMBERSHIP: (12) Consists of five members appointed by individual Commissioners, two at-large representatives and five members from the health professions including physicians, dentists, nutritionists and health educators.

Pos #	Members/ Representing	Dist	Term	Term Expires
1	<i>William Foster, MD</i> Health Professional (Resides in District 3, but appointed to represent District 1)	1	1	08-31-2026
2	<i>Allison Kunerth</i> At-Large	2	1	08-31-2023
3	<i>Cathy Rasmussen, RN, BSN</i> Health Professional	3	1	08-31-2023
4	<i>Dianna Appelgate</i> At-large	4	1	08-31-2023
5	Clem Pope Health Professional	5	COT	08-31-2025
6	Sarah Macrorie At-Large	3	2	08-31-2026
7	Joshua Skov At-large	3	COT	08-31-2024
8	Dr. Audrey Garrett Health Professional	1	1	08-31-2026
9	Eric Cullander At-large	5	1	08-31-2025
10	Becky Purkale Health Professional	5	1	08-31-2024
11	Dr. Dan Phillips Health Professional	4	1	08-31-2026
12	Bruce Tufts, RN Health Professional	3	1	08-31-2023

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-01-24-03

IN THE MATTER OF APPOINTING THREE NEW
MEMBERS TO THE POVERTY AND
HOMELESSNESS BOARD.

WHEREAS, the Poverty and Homelessness Board provides advice to the Board of County Commissioners and the intergovernmental Human Services Commission with the goal of reducing and preventing poverty and homelessness in Lane County; and

WHEREAS, the Poverty and Homelessness board must maintain its membership of twenty-four members, including sixteen voting members and eight non-voting members; and

WHEREAS, two candidates were selected through an open vacancy; and

WHEREAS, one candidate was selected due to a resignation; and

WHEREAS, the three candidates meet the required standards for membership; and

WHEREAS, the Poverty and Homelessness Board has referred these nominations and requested action by the Board of County Commissioners for consideration for appointment; and

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. that the following individuals be appointed to serve on the Poverty and Homelessness Board, as listed below:

<u>Member</u>	<u>Appoint to Position #</u>	<u>Term Expiration</u>
Terri Hsieh, HIVA	Position #7, Direct Service Provider	6/30/25
Rosie Marquez, SVDP	Position #9, Faith Based	6/30/25
Kris McAlister, CIF	Position #10 Homeless/Formerly homeless	6/30/25

ADOPTED this 24th day of January , 2023



Pat Farr, Chair
Lane County Board of Commissioners

BOARD POSITIONS

Poverty and Homelessness Board

	Voting Board Positions	1-Year Term Expires	Board Members and Agency Affiliation
1.	Elected Official or Designee* Lane County	01/31/23	Pat Farr Commissioner, Lane County
	Elected Official or Designee* Lane County	<i>alternate</i>	Laurie Trieeger Commissioner, Lane County
2.	Elected Official or Designee* City of Springfield	01/31/23	Sean VanGordon City Councilor, City of Springfield
3.	Elected Official or Designee* City of Eugene	01/31/23	Lucy Vinis Mayor, City of Eugene
4.	Elected Official or Designee* Rural Lane County	01/31/23	Michael Fleck City Councilor, City of Cottage Grove
5.	At Large Elected Official	01/31/23	Cliff Harrold Lane County Sheriff
	Voting Board Positions	3-Year Term Expires	Board Members and Agency Affiliation
6.	Business Representative	07/30/23	Brittany Quick-Warner Eugene Chamber of Commerce
7.	Direct Services Provider	06/30/25	<i>Terri Hsieh</i> <i>HIV Alliance</i>
8.	Education/ McKinney-Vento Homeless Students Liaison	06/30/24	Donna Butera McKinney Vento
9.	Faith Based Organization	06/30/25	<i>Rosalia Marquez</i> <i>St. Vincent de Paul</i>
10.	Homeless/ Formerly Homeless Consumer	06/30/25	<i>Kris McAlister</i> <i>Community Member</i>
11.	Healthcare Representative	06/30/24	Dr. Willy Foster Community Health Centers (CHC) of Lane County
12.	Mental Health	06/30/23	Shawn Murphy Laurel Hill Center
13.	Philanthropic	06/30/24	-VACANT-
14.	Homeless /Formerly Homeless Youth Representative	06/30/23	Mattias Smith Community Member
15.	Victim Services (Children's System)	07/30/23	Susan Lopez Oregon Department of Human Services
16.	Victim Services (Adult System)	07/31/23	Julie Weismann Womenspace
	Non-Voting Board Positions	3-Year Term Expires	Board Members and Agency Affiliation
17.	Public Housing Authority Co-Applicant CoC grant	06/30/23	Jacob Fox Homes for Good
18.	Veterans	06/30/23	Dave Heavirland Department of Veterans Affairs
19.	Training & Employment	06/30/23	Cindy Perry Lane Workforce Partnership
20.	Mainstream Resource Provider State Department of Human Services	06/30/23	Sheila Wegener Department of Human Services District 5
21.	Housing Co-Applicant CoC grant/ESG recipient	06/30/23	Foster Martinez St. Vincent de Paul Vet LIFT Program
22.	Emergency Shelter Services	06/30/23	Sheryl Balthrop Eugene Mission
23.	Lane County Coordinated Care Organization(s)	06/30/23	Debi Farr Medicaid Services, Trillium
24.	Lane County Coordinated Care Organization(s)	06/30/23	Katharine Ryan PacificSource

BOARD POSITIONS

** Elected representatives shall serve for a term of one year, which terms shall begin within thirty days after the beginning of the calendar year.
Community and Citizen Members shall serve for terms of three years. **Updated January 2023**

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER 23-01-24-04

IN THE MATTER OF APPROVING TWENTY-SIX
CONTRACT AMENDMENTS AND DELEGATING
AUTHORITY TO THE COUNTY ADMINISTRATOR
TO EXECUTE THE APPROVED ACTIONS


WHEREAS, Lane Manual Chapter 20 sets forth policy regarding award of contracts, and amendments, including the issuance of intergovernmental contracts/agreements and ratification of contracts for services and policy regarding signatory authority of the County Administrator; and

WHEREAS, all requests set forth in this Action are for intergovernmental agreements;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve and Delegate authority to the County Administrator to execute the contract amendments set forth in Exhibit A, Table of Contract Amendments.

ADOPTED this 24th day of January, 2023.



Pat Farr, Chair
Lane County Board of Commissioners

Exhibit A – January 24, 2023, Table of Contract Amendments

					As Amended	
Contractor Name	Contract Title	Type*	Amendment Amount	New Delegated Authority	Begin Date	End Date
Baker/Malheur	Shared Use Agreement Foodhandlers	A	\$23,000.00	\$43,000.00	1/1/2020	12/31/25
Benton	Shared Use Agreement Foodhandlers	A	\$40,000.00	\$90,000.00	1/1/2020	12/31/24
Clackamas	Shared Use Agreement Foodhandlers	A	\$195,000.00	\$415,000.00	1/1/2020	12/31/24
Clatsop	Shared Use Agreement Foodhandlers	A	\$38,000.00	\$70,000.00	1/1/2020	12/31/25
Columbia	Shared Use Agreement Foodhandlers	A	\$38,000.00	\$72,000.00	1/1/2020	12/31/25
Coos	Shared Use Agreement Foodhandlers	A	\$37,000.00	\$71,000.00	1/1/2020	12/31/25
Crook	Shared Use Agreement Foodhandlers	A	\$13,500.00	\$25,100.00	1/1/2020	12/31/25
Deschutes	Shared Use Agreement Foodhandlers	A	\$100,000.00	\$245,000.00	1/1/2020	12/31/24
Douglas	Shared Use Agreement Foodhandlers	A	\$45,000.00	\$94,500.00	1/1/2020	12/31/24
Grant, Harney Wheeler	Shared Use Agreement Foodhandlers	A	\$11,000.00	\$17,800.00	1/1/2020	12/31/25
Hood River	Shared Use Agreement Foodhandlers	A	\$25,000.00	\$43,700.00	1/1/2020	12/31/25
Jackson	Shared Use Agreement Foodhandlers	A	\$120,000.00	\$266,000.00	1/1/2020	12/31/24
Jefferson	Shared Use Agreement Foodhandlers	A	\$19,000.00	\$31,500.00	1/1/2020	12/31/25
Josephine	Shared Use Agreement Foodhandlers	A	\$42,000.00	\$98,000.00	1/1/2020	12/31/24
Klamath	Shared Use Agreement Foodhandlers	A	\$32,000.00	\$73,000.00	1/1/2020	12/31/24

Lake	Shared Use Agreement Foodhandlers	A	\$4,000.00	\$7,500.00	1/1/2020	12/31/25
Lincoln	Shared Use Agreement Foodhandlers	A	\$28,000.00	\$76,000.00	1/1/2020	12/31/24
Linn	Shared Use Agreement Foodhandlers	A	\$55,000.00	\$134,000.00	1/1/2020	12/31/24
Marion	Shared Use Agreement-Foodhandlers	A	\$160,000.00	\$341,000.00	1/1/2020	12/31/24
Morrow Umatilla	Shared Use Agreement Foodhandlers	A	\$40,000.00	\$75,000.00	1/1/2020	12/31/24
Polk	Shared Use Agreement Foodhandlers	A	\$35,000.00	\$77,000.00	1/1/2020	12/31/24
North Central**	Shared Use Agreement Foodhandlers	A	\$35,000.00	\$54,800.00	1/1/2020	12/31/25
Tillamook	Shared Use Agreement Foodhandlers	A	\$20,000.00	\$54,000.00	1/1/2020	12/31/24
Union	Shared Use Agreement Foodhandlers	A	\$10,000.00	\$21,350.00	1/1/2020	12/31/24
Washington	Shared Use Agreement Foodhandlers	A	\$260,000.00	\$550,000.00	1/1/2020	12/31/24
Yamhill	Shared Use Agreement Foodhandlers	A	\$60,000.00	\$136,000.00	1/1/2020	12/31/24

*These are amendments to “revenue-sharing” IGAs.

**North Central Public Health (Gillam/Sherman/Wasco).

***Please note that Clackamas, Marion and Washington received delegated authority for amount for the initial contracts/agreements via BO 20-01-07-19.

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-01-24-05

IN THE MATTER OF REAPPOINTING BILL
INGE TO AN ADDITIONAL 3-YEAR TERM
ON THE METROPOLITAN WASTEWATER
MANAGEMENT COMMISSION (MWMC).

WHEREAS, the Board of Commissioners appointed Bill Inge to serve on the Metropolitan Wastewater Management Commission (MWMC) by board order No. 13-07-09-06 (initially appointed in 1998); and

WHEREAS, Lane Manual 3.572 provides for appointments to the Metropolitan Wastewater Management Commission by the Board of County Commissioners; and

WHEREAS, the appointment of commissioners to the Metropolitan Wastewater Management Commission is governed by the Inter-Governmental Agreement between Lane County, the City of Eugene, and the City of Springfield and the Metropolitan Wastewater Management Commission bylaws and Lane Manual 3.572; and

WHEREAS, the term of Mr. Inge's appointment is to expire on January 31, 2023; and

WHEREAS, Mr. Inge is interested in serving an additional 3-year term.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** that the term of the appointment of Bill Inge to the Metropolitan Wastewater Management Commission is extended through January 31, 2026.

ADOPTED this 24th day of January, 2023.



Pat Farr, Chair
Lane County Board of Commissioners

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 23-01-24-06

IN THE MATTER OF THE SURRENDER OF FIVE
COUNTY ROADS OR PORTIONS THEREOF TO THE
CITY OF COTTAGE GROVE WITH A PUBLIC
HEARING.

WHEREAS, the City of Cottage Grove, pursuant to Resolution 2082, dated November 14, 2022, has requested the jurisdiction over six sections of five County Roads be transferred to the City of Cottage Grove; and

WHEREAS, the Board of County Commissioners approved Order Number 22-12-06-04 setting January 24, 2023 at 1:30 p.m. to conduct a Public Hearing on the matter of the surrender of the County Roads as described in Exhibit "A," to the City of Cottage Grove; and

WHEREAS, the Board of County Commissioners held a Public Hearing on the aforementioned time and date to allow public testimony for consideration, prior to approving or denying these proceedings; and

WHEREAS, the portions of County Roads herein proposed for surrender are those portions described in attached Exhibit "A," and depicted on Exhibit "E;" and

WHEREAS, the County Roads herein proposed for surrender lie entirely within the City limits of Cottage Grove; and

WHEREAS, ORS 373.270 provides for the surrender and transfer of jurisdiction over County Roads within a city, the County may transfer jurisdiction over County Roads or parts thereof within a City when it is considered to be necessary, expedient, or in the best interest of the County to do so; and the governing body of the City deems it necessary or expedient and in the best interest of the City to acquire jurisdiction over the County Roads or portions thereof and to the same extent as it has over public streets and alleys of the City; and

WHEREAS, the Public Works Director of Lane County has recommended these roads be surrendered, as stated in the Director's Final Report, marked as Exhibit "B," attached hereto and made a part of this Order; and

WHEREAS, all legal notice has been provided regarding this matter as required by law as witnessed by an Affidavit of Posting by the Lane County Surveyor, marked as Exhibit "D," attached hereto and made a part of this Order; and

NOW, THEREFORE, the Board of Commissioners of Lane County **ORDERS** as follows:

1. Lane County, in accordance with ORS 373.270, hereby surrenders jurisdiction of the six portions of five County Roads as described in Exhibit "A" and depicted on Exhibit "E," to the City of Cottage Grove.
2. This Order shall be filed with the Lane County Clerk in the Commissioner's Journal of Administration and copies forwarded to the Lane County Surveyor and Department of Public Works for updating appropriate indexes and County Road records.

ADOPTED this 24th day of January _____ 2023.



Pat Farr, Chair
Lane County Board of Commissioners

EXHIBIT "A"

LEGAL DESCRIPTION **MILEAGE**

AIRPORT ROAD (COUNTY ROAD NUMBER 728) 0.05

All that portion of Thornton Road South (County Road Number 728), commonly known as Airport Road, beginning at the easterly end of that portion of County Road No. 728 as surrendered to the City of Cottage Grove per Board of County Commissioners Final Order No. 02-05-1-16; thence in a northeasterly direction ending at that portion of County Road No. 728 vacated by Lane County pursuant to Vacation Order No. 3409, and there ending, all located in the East one-half (E 1/2) of Section 27, Township 20 South, Range 3 West of the Willamette Meridian, Lane County, Oregon.

COTTAGE GROVE-LORANE ROAD (COUNTY ROAD NUMBER 2272) 0.08

Beginning at the Southerly projection of the West line of Lot 1, one-half Block 5, D.G. McFarland's Fifth Addition to Cottage Grove, Oregon, as platted and recorded in Book 3, Page 65, Lane County Oregon Plat Records; thence Westerly and Southwesterly 443 feet, more or less, to the beginning point of that portion of Cottage Grove-Lorane Road as surrendered to the City of Cottage Grove per Board of County Commissioner's Final Order No. 07-11-7-7, all in Section 29, Township 20 South, Range 3 West of the Willamette Meridian, Lane County, Oregon.

COTTAGE GROVE-LORANE ROAD (COUNTY ROAD NUMBER 2272) 0.02

Beginning at the ending point of that portion of Cottage Grove-Lorane Road as surrendered to the City of Cottage Grove per Board of County Commissioner's Final Order No. 07-11-7-7, said beginning point also being the center of the channel of what is commonly known as Silk Creek; thence in a westerly direction to the current city limit line in the vicinity of the easterly margin of Cemetery Road, all in Section 29, Township 20 South, Range 3 West of the Willamette Meridian, Lane County, Oregon.

N. DOUGLAS STREET (COUNTY ROAD NUMBER 1220) 0.28

All of Lane County's interest in Conner Road (County Road No. 1220), commonly known as N. Douglas Street, beginning at the South line of Lot 1 of the Plat of the Division of the Robert Cochran Estate, platted and recorded in Book 2, Page 41, Lane County Oregon Plat Records; thence in a Northeasterly direction 1465.9 feet, more or less, to the North line of Lot 4 of said plat, all located in the Northeast one-quarter (NE 1/4) of Section 28, Township 20 South, Range 3 West of the Willamette Meridian, Lane County, Oregon.

EXHIBIT "A"

N. LANE STREET (COUNTY ROAD NUMBER 862)

0.47

All of Lane County's interest in Walker-Cottage Grove Change in the Pacific Highway (County Road No. 862), commonly known as N. Lane Street, beginning at the ending point of said County Road No. 862; thence in a northeasterly direction 2470 feet, more or less, to the current city limit line for the City of Cottage Grove in the vicinity the southerly right of way margin of N. River Road at its intersection with U.S. Highway No. 99, all in the Northeast one-quarter (NE 1/4) of Section 28, Township 20 South, Range 3 West of the Willamette Meridian, Lane County, Oregon.

SWEET LANE (COUNTY ROAD NUMBER 860)

0.57

All that portion of J.H. Chambers Road (County Road No. 860), commonly known as Sweet Lane, located between the westerly right of way margin of U.S. Highway No. 99 and the current City Limits and Urban Growth Boundary for the City of Cottage Grove at Blue Sky Drive, all located in the South one-half (S 1/2) of Section 32, Township 20 South, Range 3 West of the Willamette Meridian, Lane County, Oregon.

EXHIBIT "E"
PORTION OF AIRPORT ROAD (CO. RD. NO 728)
TO BE SURRENDERED TO THE CITY OF COTTAGE GROVE.

SE 1/4 SEC. 27 T. 20S. R.3W. W.M.
Cottage Grove, Lane County, Oregon

N
NO SCALE

 COTTAGE GROVE UGB

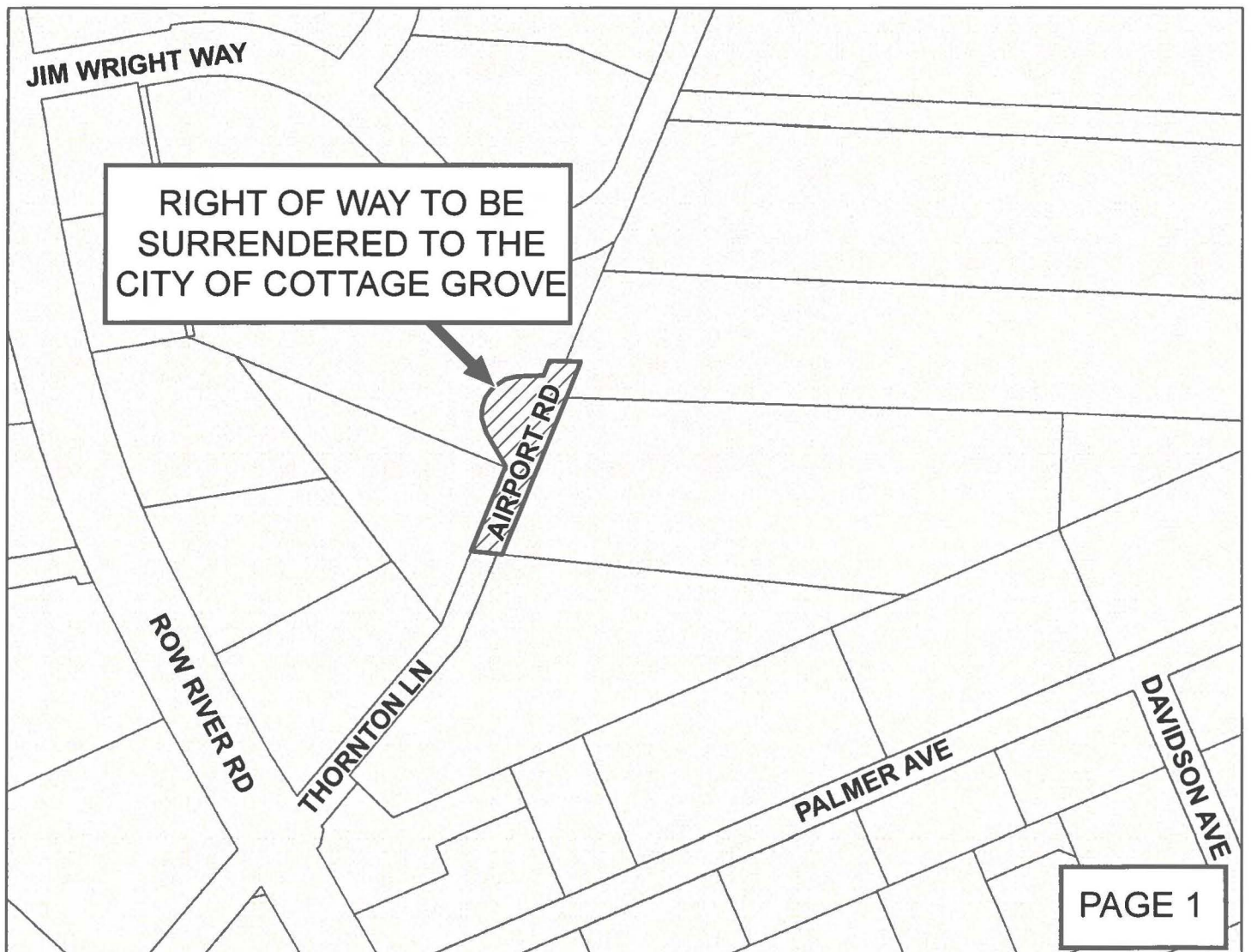
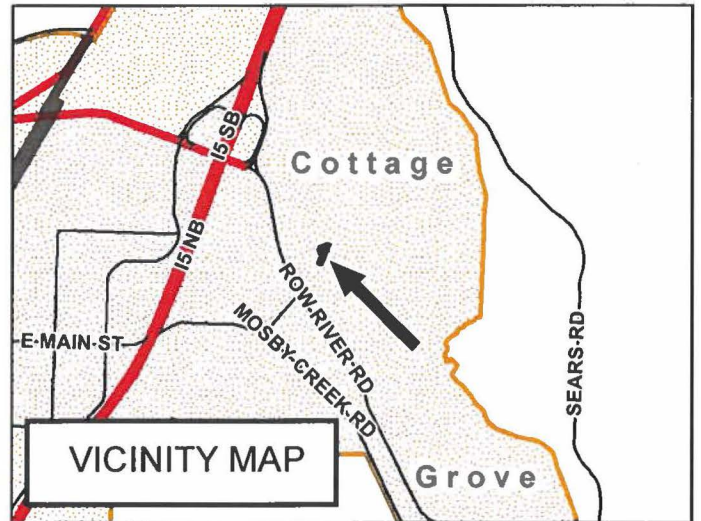


EXHIBIT "E"
PORTIONS OF W. MAIN STREET (CO. RD. NO 2272)
TO BE SURRENDERED TO THE CITY OF COTTAGE GROVE.

S 1/2 SEC. 29 T. 20S. R.3W. W.M.
Cottage Grove, Lane County, Oregon

N
NO SCALE

COTTAGE GROVE UGB

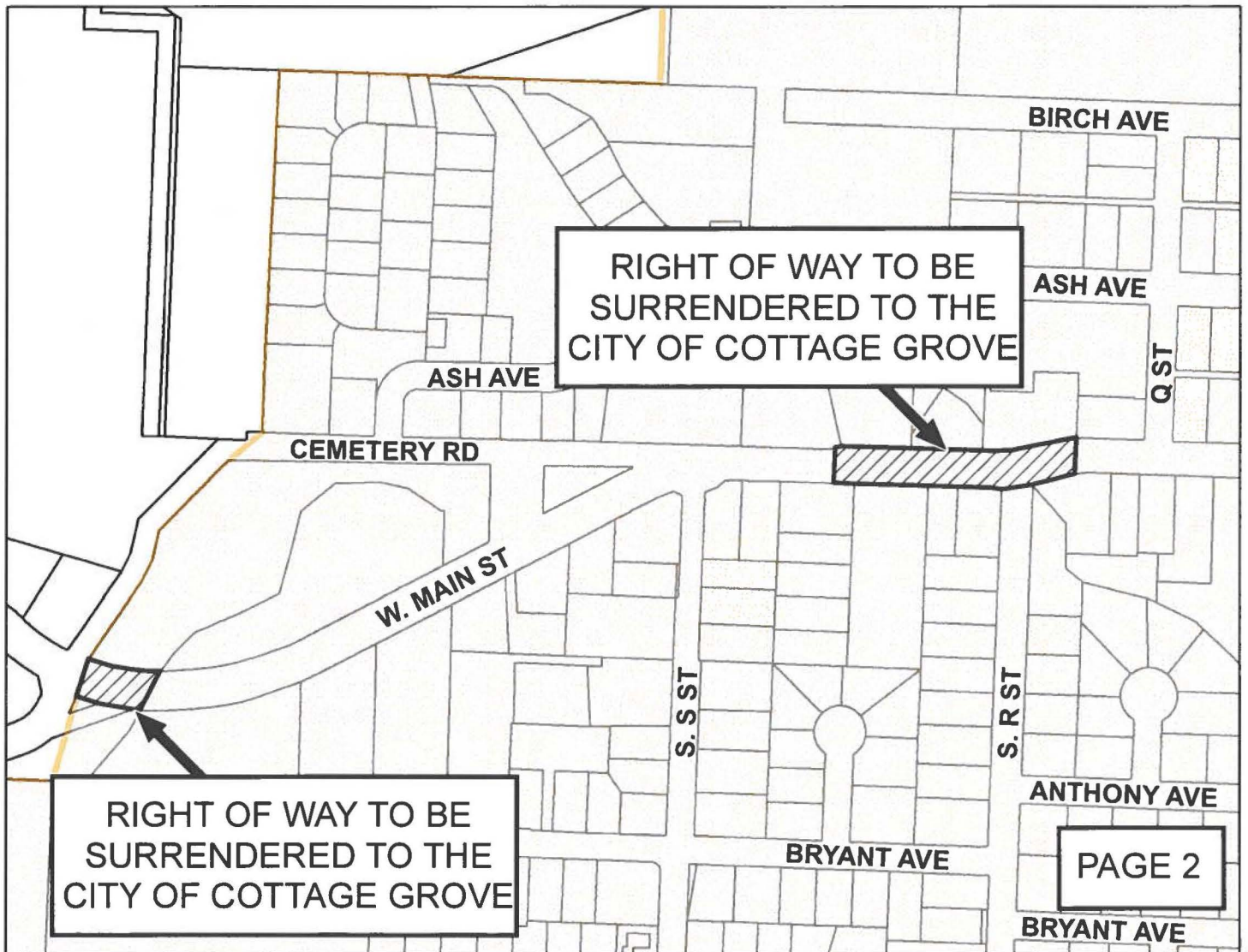
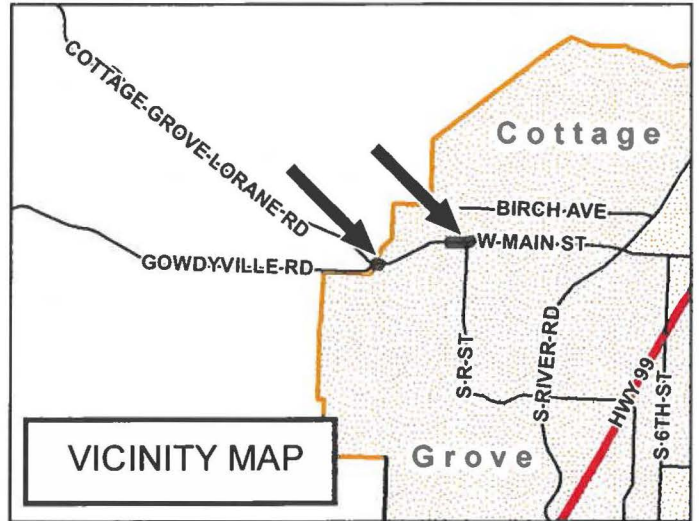


EXHIBIT "E"
PORTION OF N. DOUGLAS STREET (CO. RD. NO 1220) TO
BE SURRENDERED TO THE CITY OF COTTAGE GROVE.

NE 1/4 SEC. 28 T. 20S. R.3W. W.M.
Cottage Grove, Lane County, Oregon



NO SCALE



COTTAGE GROVE UGB

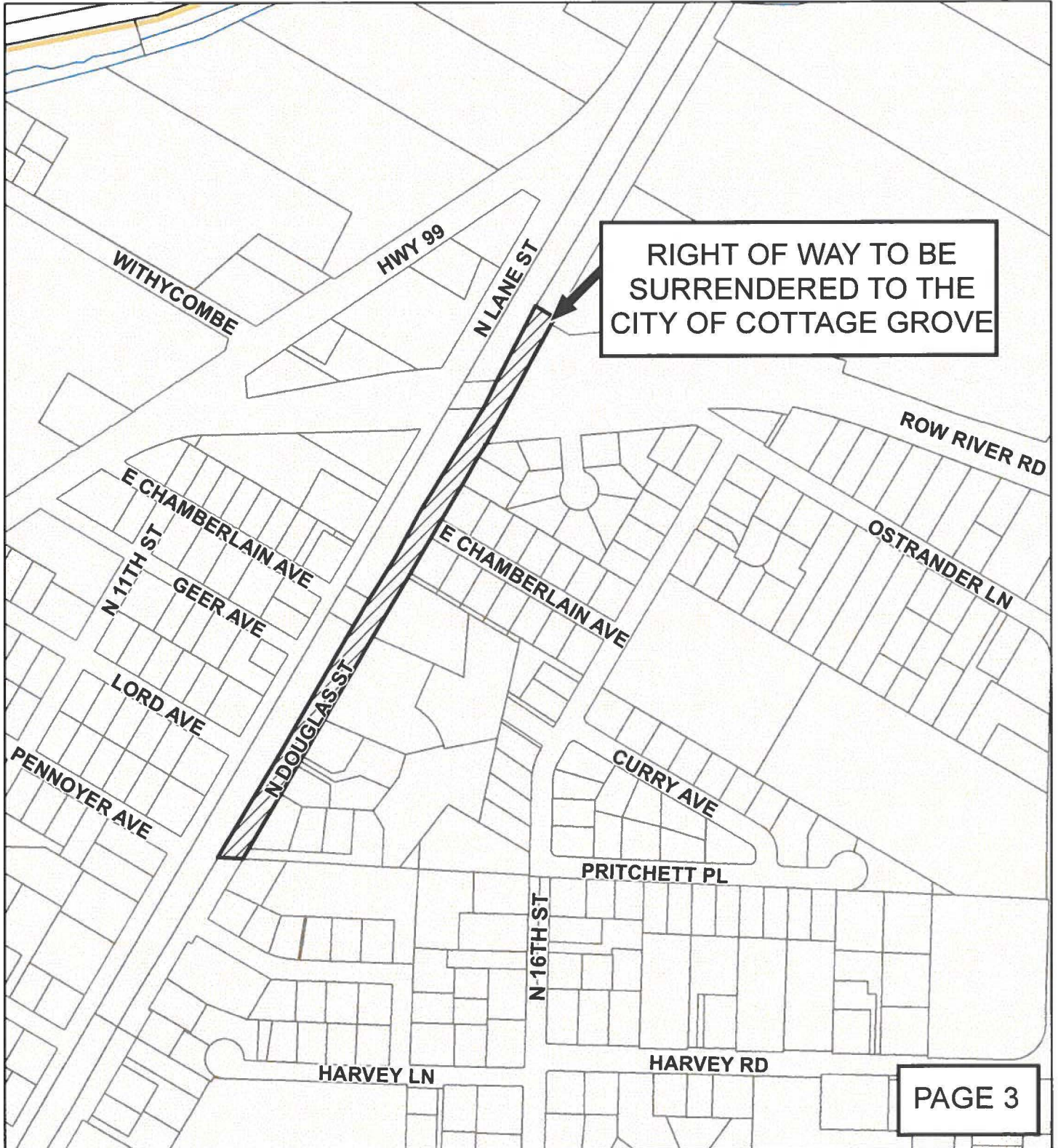


EXHIBIT "E"
PORTION OF N. LANE STREET (CO. RD. NO 862)
TO BE SURRENDERED TO THE CITY OF COTTAGE GROVE.

NE 1/4 SEC. 28 T. 20S. R.3W. W.M.
Cottage Grove, Lane County, Oregon



NO SCALE



COTTAGE GROVE UGB

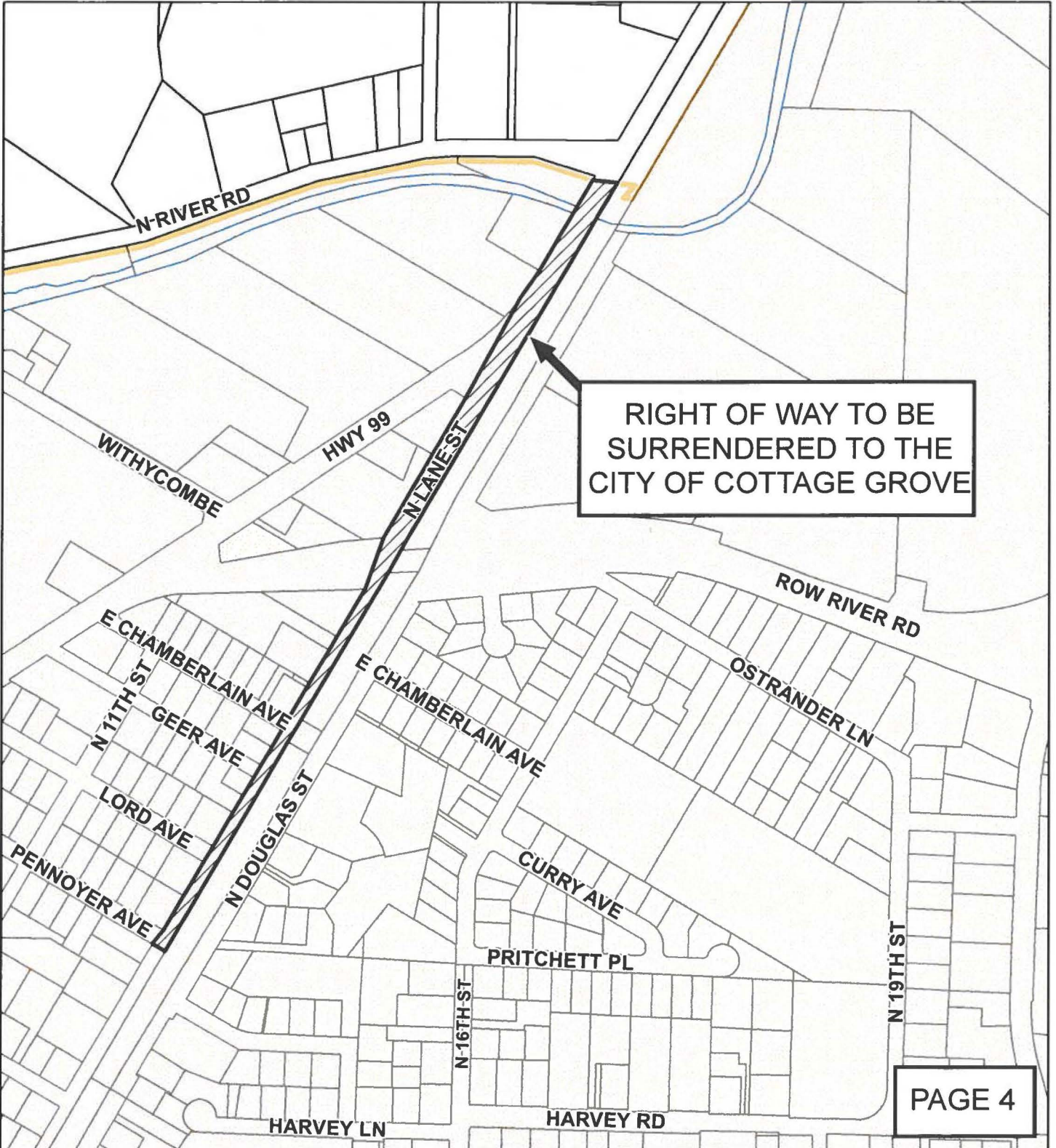


EXHIBIT "E"
PORTION OF SWEET LANE (COUNTY RD. NO 860)
TO BE SURRENDERED TO THE CITY OF COTTAGE GROVE.

NW 1/4 SEC. 32 T. 20S. R.3W. W.M.
Cottage Grove, Lane County, Oregon



NO SCALE



COTTAGE GROVE UGB

