

MASTER LEASE
BROADWAY BRIDGEHEAD SITE

THIS MASTER LEASE (this "Lease") is effective as of February 4, 2019, between Prosper Portland, the duly designated urban renewal agency of the City of Portland ("Lessor") and the City of Portland, Office of Management and Finance - Facilities ("Lessee") (individually, each a "Party" and collectively, "Parties").

RECITALS

- A. Lessor holds title to the real property referred to as the Broadway Bridgehead site consisting of approximately 1.97 acres of property comprised of two parcels, tax account nos. R508394 and R508395, as is depicted on Exhibit A hereto (the "Property").
- B. Lessee intends to utilize the Property by subleasing it to Oregon Harbor of Hope, the assumed business name of Oregon Trail of Hope, a 501(c)(3) non-profit corporation ("Sublessee") pursuant to a written sublease described more particularly in Section 1.2 (the "Sublease").
- C. Lessee desires to lease the Property in order to facilitate Sublessee's installing and maintaining a temporary shelter and intensive case management facility consisting of a shelter and intensive case management facility (including, without limitation, the provision of medical, dental, drug and alcohol treatment and veterinary services) and approved ancillary and incidental uses (such as parking and landscaping), as depicted on Exhibit B hereto (collectively, the "Leased Purpose" or "Navigation Center"). Lessee's use of the Property shall be for the sole benefit of Lessee.
- D. As described in Section 8, the "Outside Termination Date" of this Lease is December 31, 2023, and no extensions, delays, or any other reasons whatsoever can extend that date. Although Lessor has agreed to consent to the use of the Property for the Leased Purpose on a temporary basis, it is critical that the Lease and Sublease terminate and that possession is restored to Lessor by that Outside Termination Date for, among other reasons, the following:
 - (i) As explained by the Oregon Department of Environmental Quality ("DEQ") in its letter dated June 25, 2018, attached as Exhibit C hereto, DEQ's approval of Sublessee's proposed environmental remediation of the Property is predicated on the assumption that the use of the Property for the Leased Purpose will not exist for more than 5 years. DEQ approved the anticipated environmental remediation activities pursuant to a procedure that applies only to temporary uses, and it indicated that the proposed remediation is not sufficient if the Navigation Center is to be permanently located on the Property.
 - (ii) The Property is an important part of Lessor's planned Broadway Corridor development and was included in the November 2017 Broadway Corridor Request

for Qualifications. Failure to regain possession of the Property in a timely manner could jeopardize Lessor's ability to utilize the Property to further the affordable housing, job creation, and the other goals of the Broadway Corridor development.

- (iii) Lessee acknowledges that Lessor is currently working with the Federal Railroad Administration to secure grant funding for a potential future expansion of rail facilities at the Union Station property (the "Rail Project"), which Lessor understands may be contingent upon the ready availability of land for this expansion.

NOW THEREFORE, in consideration of the mutual promises contained herein and the performance thereof, the Parties agree to the following:

AGREEMENT

1. GRANT OF LEASE

- 1.1. Limited Purpose. Lessee and its Sublessee and the invitees of the Sublessee shall have the right to enter upon and use the Property solely for the Leased Purpose, and consistent with a Sublease that Lessee shall administer. The Lessee shall not allow the Leased Purpose until the Sublease has been executed by both Lessee and Sublessee following Lessor's approval of the form and substance of the Sublease, which approval shall not be unreasonably withheld. Lessee shall also provide Lessor a copy of the executed Sublease.
- 1.2. Permits and Authorizations. Lessee shall be responsible for confirming that Sublessee has obtained any required permits or authorizations necessary to allow the Leased Purpose on the Property, including written consent of Multnomah County regarding any of its rights relating to the Broadway Bridge.
- 1.3. No Representations or Warranties. Lessor makes **no representations or warranties whatsoever** as to the suitability of the Property for the Leased Purpose, the availability of utilities, acceptable title, or otherwise.
- 1.4. Lessee Remains Responsible for Passed-Through Obligations. Lessor acknowledges that Lessee may contract with Sublessee with regard to responsibility for damages, maintenance, security, expenses, or the performance of other obligations of Lessee under this Lease. Nevertheless, the Lessee shall remain primarily and directly responsible for damages, maintenance, security, expenses and performance of all obligations of this Lease and the covenants made to Lessor herein regardless of whether Lessee passes on certain obligations to Sublessee pursuant to the Sublease.
- 1.5. Lessor's Review and Approval of Sublease. Lessee agrees that it shall provide a draft version of the Sublease to Lessor before the Sublease is executed for Lessee's review, comment and approval in its reasonable discretion. The executed Sublease shall be consistent in all respects with this Lease and the draft Sublease approved by Lessor. Lessee shall provide Lessor with prior written notice of any amendments or modifications of the Sublease and any such amendments or modifications shall also be

subject to Lessor's review, comment and approval in its reasonable discretion.

2. GENERAL CONDITIONS OF LEASE

Access to and use of the Property is in its "AS IS" condition. Lessor has no liability to Lessee, Sublessee, or Lessee's agents, guests, visitors and invitees for any damage or injury caused by the condition of the Property. Lessee is required to keep the Property in a clean, sanitary and neat condition at all times. To minimize impacts to surrounding properties, Lessee will remove and dispose of all trash and debris on the sidewalks and/or public right of way that surrounds the Property. Lessee will keep the sidewalks and or right of way surrounding the Property and all access paths on the Property clear of obstruction, ice and snow. No signage, equipment or device may be adhered or affixed to any structure or improvement placed at the Property, fence or landscape at the Property, without the written consent of the Lessor. Smoking is not permitted on the Property. Any food services at the Property must comply with Multnomah County health regulations. No consumption, possession or sale of alcoholic beverages or cannabis is permitted on the Property. No illegal controlled substances shall be possessed, used or sold at the Property, and no medical or recreational cannabis cultivation or dispensary is permitted. Activities that constitute public or private nuisance under state and local laws (including but not limited to Oregon Revised Statutes Chapter 105, Multnomah County Code Sections 15.225 et seq, or Portland City Code) are prohibited. No motor vehicle (such as mobile homes, RV, truck, motorcycle, moped) repair, maintenance, parking or storage is permitted, except as reasonably necessary to engage in the Leased Purpose; vehicles in active use for delivery or service are permitted at the Property only during the period of such delivery or service. It shall be Lessee's responsibility to ensure that Property management and responsibility in this section is assigned to Sublessee through the Sublease, who is then expected to contract with Transition Projects, Inc. to handle operational aspects of the Leased Purpose consistent with the Sublease. However, regardless of whether or not Lessee passes obligations in this or other paragraphs to Sublessee under the Sublease, Lessee shall be directly and primarily responsible under this Lease for performance of all obligations.

3. FUNDING.

- 3.1. Funding. Lessor has agreed to provide Lessee (which hereby designates Sublessee as the direct recipient of such funding from Lessee) ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (the "Allowance") to cover actual costs and expenses associated with the removal and disposal of contaminated soil (or other environmental remediation costs) in connection with the Leased Purpose (the "Reimbursable Work"), in recognition of savings that may be realized in connection with a subsequent development of the Property due to removal of certain contaminated soil. This Allowance will be transmitted to Sublessee upon Sublessee providing to Lessee a) written certification from the Oregon Department of Environmental Quality (DEQ) that Sublessee's proposed remedial action plan (RAP) for the Navigation Center complies the June 1998 DEQ Record of Decision pertaining to the Property and all other statutory or regulatory requirements, b) written documentation that contractors performing Reimbursable Work have been fully paid and their contractor liens are satisfied and/or released, c) written documentation that Sublessee complied with the Oregon prevailing wage rate law (ORS 279C.800 to ORS 279C.870) to the extent it is

applicable, including monitoring and handling of all paperwork and compliance matters whatsoever, and d) Lessee confirms that Sublessee is in compliance with all performance requirements in the Sublease and that the actions described in the preceding clauses (a) through (c) have occurred to Lessee's satisfaction.

- 3.2. Allowance Request. When Sublessee makes a request for the Allowance to Lessee, and if Lessee has been provided any documentation required as condition of Allowance disbursement, then Lessee will forward all such Sublessee documentation to Lessor and will inform Lessor whether Sublessee is or is not in compliance with performance requirements in the Sublease and has taken the actions described in the preceding clauses (a) through (c) of Section 3.1 above to Lessee's satisfaction.

4. **CONDITION OF PROPERTY**

- 4.1. Remedial Action Plan. Lessee shall comply with, or cause Sublessee's compliance with, the Remedial Action Plan for the Property approved by the Oregon DEQ as of September 14, 2018 (the "RAP"), together with all other applicable regulatory or governmental directives.
- 4.2. Removal of Personal Property. Lessee shall, upon completion of its activities, ensure that all persons (including any invitees of Sublessee) and personal property is removed from the Property except to the extent expressly permitted in writing by Lessor and that the Property is in a clean, sanitary, and safe condition upon the restoration of possession to Lessor.
- 4.3. No Costs Borne by Lessor. No costs or expenses whatsoever in connection with the Leased Purpose or the development, construction, due diligence, operation, or maintenance of the Navigation Center described herein or the possession, use or ownership (e.g., owner responsibilities regarding sidewalk cleanliness and maintenance under PCC 17.28.20 and snow/ice removal under PCC 17.28.25) of the Property during the Lease term will be borne by Lessor, including, without limitation, any costs or expenses related to the interim remediation cap or any other interim environmental remediation or mitigation measures required by DEQ, and any ongoing monitoring or oversight fees from DEQ with respect to OHOH's use of the Property. The sole exceptions to this paragraph are described in Section 5 (Removal or Demolition of Navigation Center), Section 3 (Funding), and in the last sentence of this paragraph (relating to Lessor covering \$5,000 of the DEQ costs that have accrued prior to the Effective Date).

Without limiting its other obligations, Lessee agrees to pay accrued and ongoing costs and expenses imposed by DEQ upon Lessor related to DEQ's approval or monitoring of the RAP, enforcement of environmental regulations over the Property or in defense of its decisions or actions related to the Property, including but not limited to administrative and litigation costs associated with *Winkler Development Corp. v. Oregon Department of Environmental Quality, Marion Co. Cir. Ct. case no. 18CV54086*; provided, however that Lessor agrees that Lessor will cover the first \$5,000 in litigation costs passed through to it from DEQ that have accrued prior to the Effective Date.

- 4.4. Payment or Reimbursement of Costs. To the extent any costs for which Lessee or Sublessee are responsible are invoiced to or paid by Lessor, Lessor may either forward the invoice to or seek reimbursement from (as applicable) Lessee, and it is a material obligation of Lessee under this Lease that it shall promptly pay the invoice or reimburse Lessor for having paid the invoice.
- 4.5. Inspection. Lessor, its agents, employees and representatives, may at any reasonable time, enter into or upon the Property for the purposes of examining the condition thereof, or for any other lawful purpose, subject to any constitutional or statutory privacy rights the invitees may have (which will be addressed in coordination with Lessee to the extent Lessor seeks access).
- 4.6. Environmental Condition. The Property reflects some environmental impacts. Lessee represents to Lessor that it is familiar with the environmental condition of the Property and that it will ensure that Sublessee is also familiar with the environmental condition of the Property. Lessor has reviewed the RAP as well as DEQ's 1998 Record of Decision with respect to the Property.
- 4.7. Lessee's Responsibility for Compliance. Lessee shall consider the environmental condition prior to permitting any uses or occupation and shall compel appropriate limitations. Lessee must comply with the RAP and may not permit any activities to occur that are inconsistent with the RAP. Although Lessee is responsible for bearing all costs in connection with complying with the RAP, nothing in this Lease makes the City liable for environmental contamination that pre-existed at the Property prior to this Lease or the use of the Property by Sublessee, and that was neither caused by nor incurred in relation to the Leased Purpose or Lessee, Sublessee or their respective contractors' activities on the Property.
- 5. REMOVAL OR DEMOLITION OF NAVIGATION CENTER.** Lessor acknowledges that the Sublease will provide Sublessee with the option of removing or leaving the temporary shelter upon the Property upon the expiration or termination of the Term. In the event the temporary shelter is not removed as may be required in the Sublease, the Parties agree to mutually discuss options for disposition of the temporary shelter and their available funding that can address disposition, with the intent that each Party in good faith covers a reasonable share of such costs.
- 6. INSURANCE AND INDEMNIFICATION**
- 6.1. Indemnification. To the extent permitted by the Oregon Constitution and subject to the limitations of the Oregon Tort Claims Act, Lessee shall indemnify, hold harmless and at the Lessor's request, defend the Lessor, and their officers, agents and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, costs, losses and expenses, including but not limited to reasonable attorneys' fees, relating to Lessee or Sublessee's use of the Property, the operation/construction/implementation of the Navigation Center, and Lessee or Sublessee's activities under the Lease or Sublease (respectively). Lessee also agrees to cause Sublessee to provide similar indemnification to Lessor as a third-party beneficiary under the Sublease.

- 6.2. Unauthorized Access. Lessee shall agree to keep the Property as secure as possible from the unauthorized entry of other persons during the time of this Lease. Lessor shall not be responsible for claims or loss resulting from injury, death, disease to invitees, licenses or trespassers on the Property.
- 6.3. Additional Insured. Lessee shall ensure that the Sublease with Sublessee includes a provision to name the following as additional insureds under Sublessee liability insurance coverage: “Prosper Portland, the City of Portland, and each of their respective officers, agents and employees.”
- 6.4. Insurance Coverage. Prior to Lessee's and Sublessee's temporary occupancy of the Property, Lessee shall also furnish Lessor with copies of Sublessee's insurance certificates and amendatory endorsements evidencing sufficient insurance coverage. Sublessee shall obtain, maintain, and keep during the term of this Lease comprehensive general liability insurance written on an “occurrence” basis. Such insurance shall be in the amount of not less than \$2,000,000 combined single limit for liability with a \$2,000,000 aggregate insuring bodily and/or personal injury, including death and disease, and property damages, plus a \$5,000,000 umbrella policy. The Sublessee’s insurance shall be primary insurance and any insurance or self-insurance maintained by Lessee and/or Lessor shall not contribute to it. Any policies shall include a waiver of any right of subrogation which may arise by any reason against Lessor relating to this Lease or involving the Property.
- 6.5. Theft, Damage or Destruction. Lessor accepts no responsibility for any theft, damage or destruction to any materials, equipment or any other property of Lessee or anyone acting on behalf of Lessee in connection with or incidental to this Lease.

7. LEGAL AND REGULATORY RESTRICTIONS; NO LIENS

- 7.1. Compliance With Laws. Lessee shall (or shall cause Sublessee, as applicable) in its or Sublessee’s use and entry upon the Property observe all rules, regulations, decisions, and laws now in effect by any municipality, county, state or federal authority having jurisdiction over the Property, as they relate to the use of the Property. Lessee is solely responsible for obtaining any permits or approvals from other agencies or licensing bodies as may be necessary for Lessee's authorized entry upon and use of the Property. Furthermore, Lessee agrees to indemnify the Lessor as provided above for any damages caused by the violation thereof of any permits or approvals that may so be required. Use of explosives or highly flammable material is not permitted without prior written authorization from Lessor.
- 7.2. No Liens. Lessee shall not allow any lien of any kind, type or description to be placed or imposed upon the Property or upon any improvements on the Property (if any), including, without limitation, any liens or encumbrances relating to other financing being pursued by Lessee or Sublessee. This Lease is subject to all easements, covenants or other restrictions of record.
- 7.3. No Hazardous Substances. Lessee shall not cause nor permit to occur the use, generation, release, manufacture, handling, processing, storage, disposal or improper

use of any Hazardous Substance, pollutant, or contaminant, on, under, or about the Property or the transportation to or from the Property of any Hazardous Substance. Prohibited Substances are substances regulated under any environmental law or regulation now or hereafter enacted by any governmental federal, state or local authority. Furthermore, Lessee agrees to indemnify the Lessor, as provided above, for any damages caused by the violation thereof of any permits or approvals that may otherwise be required. Nothing in this Lease requires Lessee to indemnify Lessor or assume Lessor's potential pre-existing liability for the hazardous substances that existed at the Property prior to the effective date of this Lease.

8. TERM OF LEASE

- 8.1. Term. The term of this Lease shall commence on the date that all needed permits for construction for the Leased Purpose are obtained, which will be evidenced by a signed Notice of Commencement prepared by Lessee and delivered to Lessor (the "Commencement Date"), and shall expire on the business day immediately preceding the 2nd anniversary of the Commencement Date, unless terminated early in accordance with Section 7 or renewed in accordance with this Section (the "Term"); provided that if the Outside Termination Date (as defined below) is before the otherwise stated expiration date of the Term, the Term will expire on the Outside Termination Date. Lessee may renew the Lease for three successive one-year renewal periods by providing written notice of renewal to Lessor at least ninety (90) days before the expiration date, for an aggregate maximum of five years total (2-year base term plus three 1-year renewal terms), subject to the Outside Termination Date.
- 8.2. Outside Termination Date. **Notwithstanding anything to the contrary in this Lease, in no event may the Term extend beyond December 31, 2023** (the "Outside Termination Date"). No cause whatsoever, including delay in construction, delay or non-issuance of permits, delay or non-occurrence of the Commencement Date, delay resulting from litigation or force majeure, or any other cause of any nature, shall operate to extend the Outside Termination Date.
- 8.3. Sublease. Lessee shall ensure that the Sublease term and Commencement Date are consistent with the Term and Commencement Date of this Lease, including with the Outside Termination Date. Lessor acknowledges that if Sublessee elects to renew the Sublease with Lessee and provides timely notice of the same to Lessee and Lessor, Lessee will be automatically deemed to have exercised its renewal right under this Lease (but subject to the maximum of 3 renewal periods and subject also to the Outside Termination Date).
- 8.4. Repair. Upon any termination or expiration of this Lease, Lessee shall quit the Property after repairing any damage to the Property caused by Lessee's use thereof or the Leased Purpose.

9. EARLY TERMINATION

This Lease may be terminated early in any of the following circumstances (all terminations of the Lease for any reason also automatically shall result in the simultaneous termination of the

Sublease):

- 9.1. Rail Project. If Lessor determines in good faith that a portion of the Property is reasonably necessary in order to facilitate the Rail Project, Lessor may, by written notice delivered as far in advance as reasonably possible, require that the leased premises will be reduced or (only to the extent the Rail Project would require a portion of the Property significant enough to warrant it) that the Lease must be terminated in order to accommodate the Rail Project.
- 9.2. Termination of Sublease. The Lease will automatically terminate in the event that the Sublease terminates or ceases for any reason. Lessee agrees to promptly notify Lessor in the event the Sublease terminates or ceases before the stated term has expired.
- 9.3. Termination for Other Cause. Lessor may terminate the Lease if:
 - (a) substantial construction activities have not commenced with respect to the Leased Purpose within 90 days following the effective date of the Lease, unless the Project is subject to any LUBA or other appeal, in which case such termination right shall not exist until such appeal and any and all subsequent appeals have been finally resolved and adjudicated; provided, however, that (i) this ability to extend the 90 day construction commencement deadline shall only exist so long as Lessee or Sublessee bears all costs whatsoever in connection with and diligently pursues resolution of such litigation, and (ii) in no event shall any litigation operate to extend the Outside Termination Date;
 - (b) with reference to applicable State and City laws, nuisance activities or other hazardous or illegal conditions occur on the Property; or
 - (c) any other material default under the Lease exists and is not promptly cured by Lessee, which cure shall in no event be effected later than thirty (30) days following written notice by Lessor.

Lessor will also send a courtesy copy to Sublessee of any termination notice under this Lease.

10. GOVERNING LAW

This Lease shall be construed and interpreted in accordance with the laws of the State of Oregon. Further, the Parties stipulate that this Lease is deemed to have been made and entered into by them in the State of Oregon.

11. REAL AND PERSONAL PROPERTY TAXES

Lessee shall be solely responsible for payment of any real property taxes or fees assessed against the Property as a result of the uses permitted by this Lease or the Sublease or for any other costs associated with the use or ownership of the Property during the Term. Lessee shall be solely responsible for payment of any personal property taxes or fees assessed against the Property and as a direct result of Lessee's use of the Property or the Leased Purpose. Lessee is a tax-exempt

government entity which may be exempt from real property taxes. Sublessee is a nonprofit corporation with 501(c)(3) status and may be exempt from real property taxes. Prior to commencement of the Term it shall be Lessee's obligation to ascertain the potential real property tax ramifications of the intended uses under this Lease or the Sublease and inform Lessor so that Lessor may fulfill its obligation to inform Multnomah County. Any new taxes that are imposed as a result of the use of the Property under this Lease shall be the responsibility of Lessee whether due during the Term or at a later time. No taxes or utility charges with respect to the Property exist as of the date of the Lease, and thus no proration is required.

12. ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties on the subject matter hereof. No waiver, consent, modification or change of terms of this agreement shall bind either Party unless in writing and signed by both Parties.

13. SEVERABILITY

The provisions of this Lease are severable, and if one or more provisions are determined to be unenforceable, in full or in part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever.

14. SPECIAL CONDITIONS

- 14.1. Media Inquiries. Any inquiries from the general public, media or any other party regarding this Lease, the Sublessee or any activity related to the Leased Purpose are to be referred to the City of Portland, Office of Management and Finance: Attention Heather Hafer phone: (503) 823-6965, email: heather.hafer@portlandoregon.gov. A sign shall be posted on the Property indicating the methods of reaching the point of contact.
- 14.2. Security Plan. The Sublease will require that OHOH assume responsibility to develop, implement and communicate Perimeter Security and Operating Plans with respect to the Navigation Center (the "Security Plans"), including, at a minimum:
 - (a) A six-foot (6') minimum fence shall be built and maintained around the Navigation Center (consistent with Exhibit B) that includes signage/notices against trespass.
 - (b) The fenced area shall be patrolled routinely.
 - (c) Unacceptable behaviors will be addressed through written property rules of conduct and ejection protocol. Lessee shall require establishment of a personal property disposition policy to address lost/found, unclaimed or discarded personal property. A personal property disposition policy should address how to document property discovery, how to inventory and store property, how potential owners may reclaim property, how to resolve personal property rights and how to dispose of

unclaimed property.

(d) Lessee shall require promulgation of rules and regulations to address disruptive/dangerous behaviors.

(e) Lessee shall require the drafting of an operating plan for the Navigation Center.

Compliance with the Security Plans is a material obligation under the Lease.

14.3. No Relocation Benefits. Lessee shall not, and shall cause Sublessee not to, take action that would create residential landlord-tenant relationships with any clients/invitees of the Navigation Center so as to trigger application of PCC Chapter 30.01, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, or any other law, regulation or binding legal directive that would require any relocation benefits or other like payments. The parties do not believe that relocation benefits or other like payments will be legally required to be paid to clients/invitees of the Navigation Center upon the expiration or termination of the Lease and Sublease. To the extent this is incorrect and relocation benefits or other like payments are owed, then Lessee shall be responsible for any such payments.

15. SPECIAL ORS 457 LIMITATION

Lessee understands that Lessor has acquired the Property with Tax Increment Finance funds under the provisions of Oregon Revised Statutes Section 457. Consequently, the temporary nature of the Leased Purpose is critical. In accord with ORS 457.230 and other related sections of the code the Property is intended to be “developed, redeveloped, cleared, conserved or rehabilitated” for a purpose that furthers the River District Urban Renewal Area Plan. A homeless shelter is not currently consistent with the Plan. Lessor intends that the Property be available so as to be a contributing element of redevelopment plans scheduled to occur in concert with the Broadway Corridor development and/or the Rail Project, among other urban renewal uses consistent with the River District Urban Renewal Area Plan.

16. NOTICES AND AMENDMENTS

16.1. Notices under this agreement shall be made in writing by U.S. Mail or electronic mail or facsimile to:

To Lessee:
City of Portland
OMF - Facilities
1120 SW 5th Ave Room #1204
Portland, Oregon 97204
Attn: Pauline Goble
Pauline.Goble@portlandoregon.gov

To Lessor:
Prosper Portland
222 NW 5th Ave.
Portland, OR 97209
Attn.: Ember Breckenridge
BreckenridgeE@prosperportland.us

With a copy to:

With a copy to:
Prosper Portland

City of Portland
City Attorney's Office
1221 SW 4th Ave, Rm #430
Portland, OR 97204

222 NW 5th Ave.
Portland, OR 97209
Attn.: Office of the General Counsel
WassermanJ@prosperportland.us

16.2. The Parties agree that any Amendments to this Lease shall be made in writing and become effective upon execution by both Parties.

17. GENERAL

17.1. Non-Assignment. The Lessee shall not assign this Lease, nor shall the Sublessee assign the Sublease to another party without the written consent of Lessor, not to be unreasonably withheld.

17.2. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The Parties agree that they may conduct this transaction, including any amendments or extension, by electronic means including the use of electronic signatures and facsimiles.

17.3. No Brokers. Lessor and Lessee each represent that it has not engaged any real estate broker, and no commission or finder's fees are due with respect to this Lease.

17.4. No Third Party Beneficiaries. Lessor and Lessee expressly agree that there are no third party beneficiaries of this Agreement (including, without limitation, Sublessee, who shall have no rights under or ability to enforce this Lease and who is not in privity with Lessor).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused it to be executed on the date first indicated above.

LESSEE:

City of Portland, Oregon

DocuSigned by:



55A1BB2CF1BF4FA

Tom Rinehart, Chief Administrative Officer
Office of Management and Finance

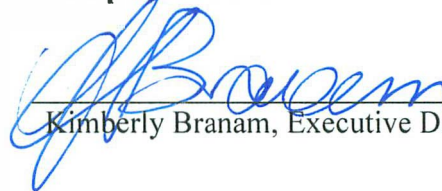
APPROVED AS TO FORM:

Approved as to Form
City Attorney's Office
01/28/2019 L. Law

City Attorney

LESSOR:

Prosper Portland



Kimberly Branam, Executive Director

APPROVED AS TO FORM:



Prosper Portland Legal Counsel

Exhibit A

Leased Area

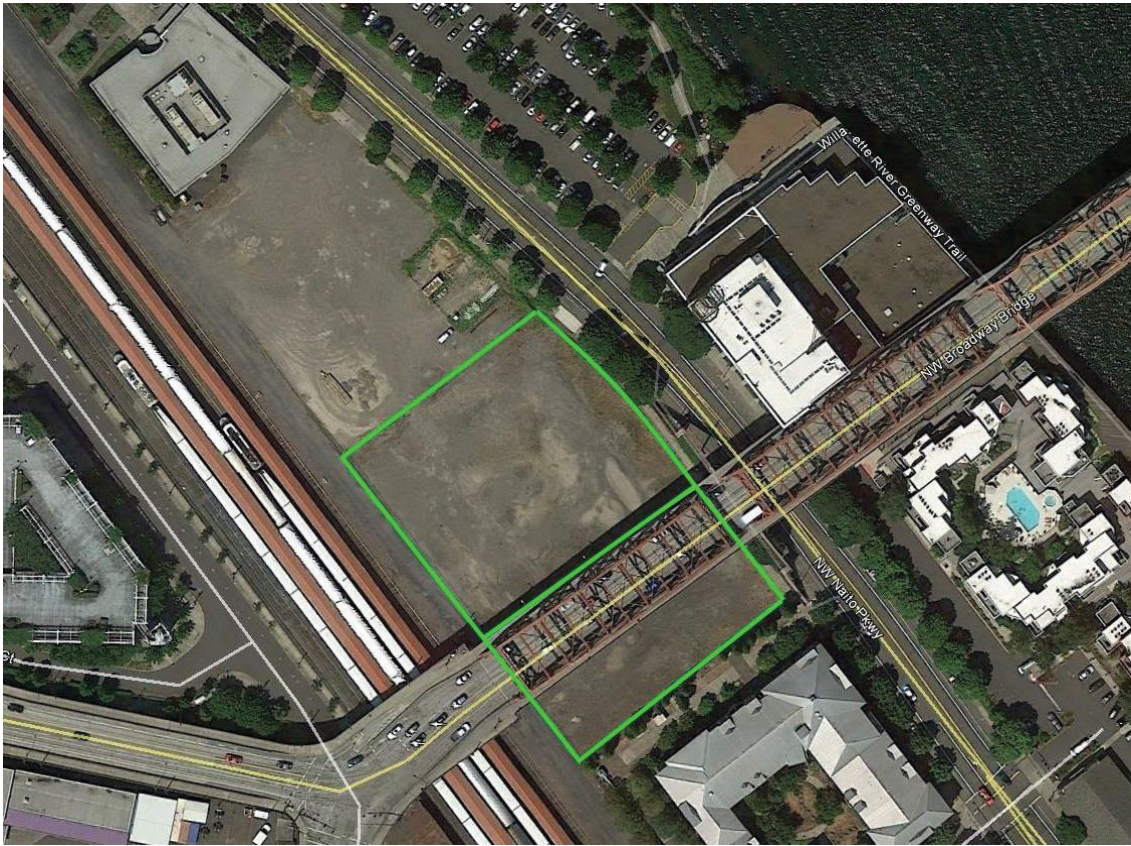


Exhibit B

Depiction of Leased Purpose (Navigation Center Site Plan)

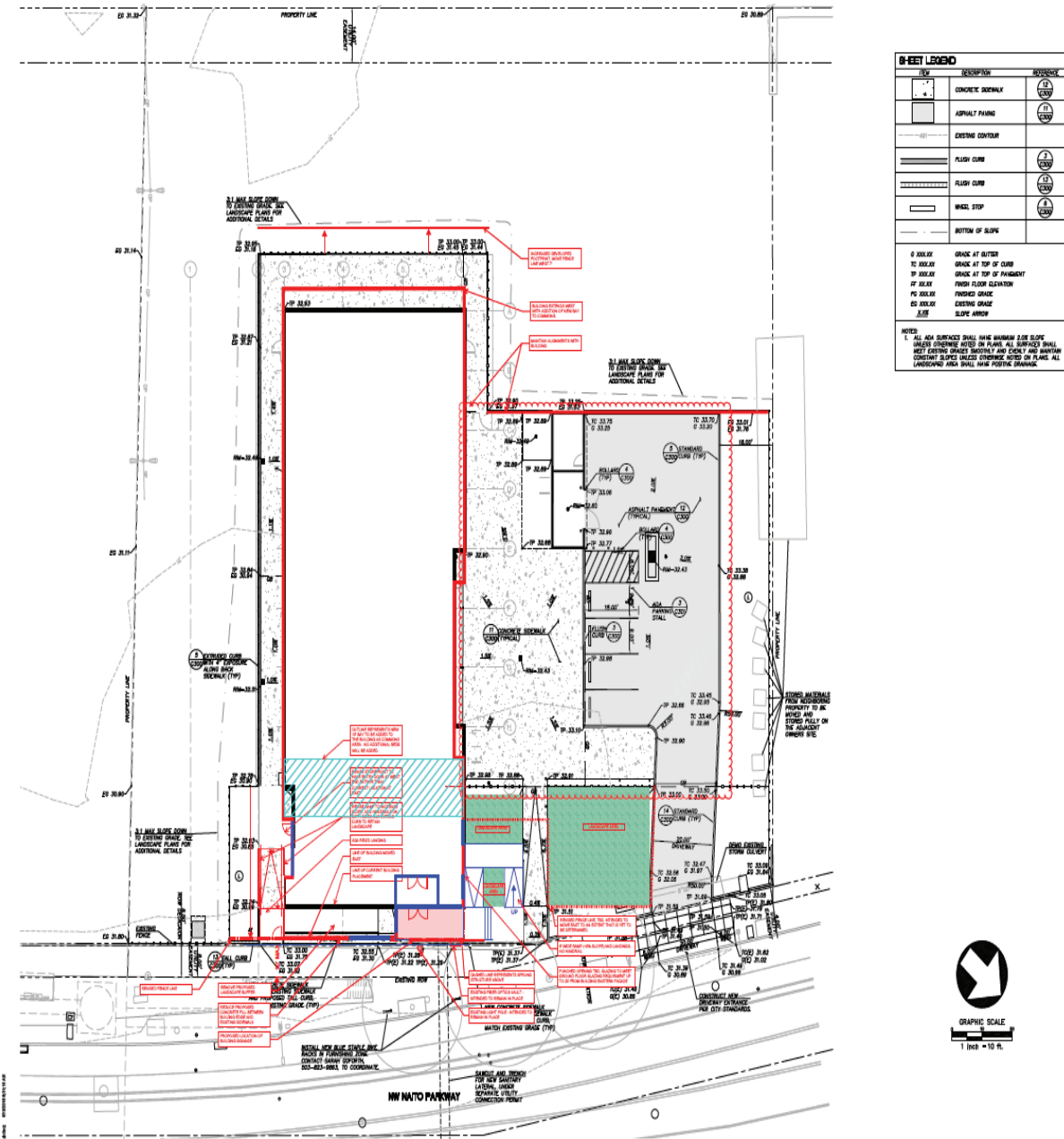


Exhibit C

Copy of DEQ's June 25, 2018 Letter re: Approval of Remediation for Temporary Use

(See Attached)



Oregon

Kate Brown, Governor

Department of Environmental Quality

Northwest Region
700 NE Multnomah Street, Suite 600
Portland, OR 97232
(503) 229-5263
FAX (503) 229-6945
TTY 711

June 25, 2018

via electronic delivery

TO: Whom it may concern:

RE: Proposed Temporary Capping/Development
Harbor of Hope, to be located on
Union Station – Parcel A North
Site ID No. 1962

Oregon Department of Environmental Quality (DEQ) Northwest Region Cleanup staff have reviewed preliminary plans for construction of the Harbor of Hope Navigation Center on Lot 2 of the Union Station – Parcel A North property owned by Prosper Portland. Based on information provided in a June 22 email, DEQ is comfortable that capping measure proposed as part of site development will be protective of public health and the environment if properly constructed and maintained. We understand that the development is not intended as a permanent site feature, and that capping does not constitute the final site remedy.

The subject property contains elevated metals and petroleum constituents in soil that pose an unacceptable risk to public health, specifically future site residents. Under a Record of Decision issued for the entirety of the Parcel A North property in 1998, the site environmental remedy requires capping with hardscape and/or clean fill to isolate contamination from future site users. DEQ has been informed that Harbor of Hope will be developed on the site to support Portland's houseless community. A construction schematic and accompanying details (June 22 email) indicate that the development will be underlain by a combination of hardscape (asphalt and/or concrete) and softscape (demarcation layer and a minimum of 1 foot of clean fill). Both are acceptable to DEQ as temporary capping measures. Note that DEQ will require annual inspection of capping elements on an annual basis during the life of the facility, in particular focusing on softscape areas where erosion might occur. If operation of the Navigation Center extends beyond the contemplated "temporary" period of use, for example exceeding a period of five years, it will be necessary to engage DEQ and assess whether capping features need to be enhanced to fulfill permanent cap requirements outlined in the 1998 ROD and 1999 Remedial Action Plan approved by DEQ.

We understand that a work plan will be submitted for DEQ review and approval prior to the initiation of any site construction work, outlining the specifics of cap construction, soil management (utilizing the existing Contaminated Media Management Plan), a Health and Safety Plan, a Cap Inspection and Maintenance Plan, and any other relevant material. Final DEQ approval of the proposed temporary cap will be issued following review and approval of the work plan.

Please note that Cleanup Program staff will handle the erosion and sediment requirements associated with the 1200-C construction stormwater general permit. All of the substantive requirements of the permit will need to be met, but permit coverage will not be issued or fees charged. Please contact us to discuss this matter further.

June 25, 2018
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During my absence from the office June 26 through July 18, NWR Cleanup Manager Paul Seidel will be point-of-contact for DEQ. Paul can be reached at 503-229-5614 or seidel.paul@deq.state.or.us.

Sincerely,



Daniel Hafley, Hydrogeologist
Northwest Region Cleanup Section

Ec: Paul Seidel, DEQ
Christine Svetkovich, DEQ
Nina DeConcini, DEQ
Cheryl Grabham, DEQ
Colin Polk, Prosper Portland
Mark Havighorst, Farallon

Cc: NWR Cleanup Files, ECSI# 1962