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**Clackamas County**  
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July 23, 2026

BCC Agenda Item: \_\_\_\_\_

Board of County Commissioners  
Clackamas County

**Approval of a Lease Agreement with Fora Health for the lease of property for the construction and operation of the Recovery Campus. Agreement Value is \$20 for 20 years. Funding is through Fora Health. No County General Funds are involved.**

**Previous Board Action/Review:** Policy Sessions: April 10, 2024, November 7, 2024, December 11, 2024, February 11, 2025, July 29, 2025, November 4, 2025, November 12, 2025, and June 16, 2026.  
Pre-Construction Agreement April 10, 2025, Agenda Item 20250410 IV.C.3  
Amendment #01 October 16, 2025, Agenda Item 20251016 V.E.9

**Performance Clackamas:** Healthy People and Public Trust through Good Government

**Counsel Review:** Yes – Andrew Naylor

**Procurement Review:** N/A

**Contact Person:** Cindy Becker

**Contact Phone:** 503-930-6894

**EXECUTIVE SUMMARY:** The Health, Housing and Human Services Department requests the approval of a Lease Agreement with Fora Health, Inc. for the lease of property for the construction and operation of the Recovery Campus.

In April 2023, Clackamas County passed a resolution to address addiction, homelessness, and mental health, recognizing that they must be addressed systemically and interdependently to provide individuals with the best chance of self-sufficiency and a better life. The Board of Commissioners led the Clackamas Addictions Recovery Summit in September 2023, where national and international experts shared recommendations based on best practices. A key recommendation from the summit was to build a Recovery-Oriented Center/Campus that includes a continuum of services for individuals living with addiction.

On September 30, 2024, a Notice of Funding Opportunity (NOFO) was issued soliciting proposals for the development, design, construction, and operation of a Recovery Center for treatment and recovery. Following the review of the proposals received in response to the NOFO, Fora Health, Inc., formerly known as DePaul Treatment Centers, was selected to receive the grant award for the development of the Recovery Center on County-owned property located at 15301 SE 92<sup>nd</sup> Avenue in Clackamas.

Fora Health is one of Oregon’s oldest, largest, and most respected non-profit treatment centers providing treatment for substance use disorders and co-occurring mental health disorders. Fora Health and its identified partners for this project, Edlen & Co., Holst Architecture, and Walsh Construction, have collaborated on numerous projects in the tri-county region, including Fora Health’s Cherry Blossom Campus and Washington County’s Center for Addictions Triage and Treatment Projects.

This Lease, effective July 1, 2026 through June 30, 2046, provides Fora Health the authorization to construct and operate the Recovery Campus on the County-owned property. Upon construction completion, the Campus

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shall consist of two buildings that will house withdrawal management, substance use disorder residential treatment, transitional housing, outpatient, and support services. A one-time \$20.00 rental payment is due to County by July 31, 2026. Upon expiration or termination of this Lease all improvements to the property will be owned by the County.

Also included in the materials is a board order authorizing execution of the Lease and delegating limited signing authority for related smaller agreements that are anticipated to arise as part of the Project to the County Administrator. Staff further requests the Board approve the board order.

**RECOMMENDATION:** Staff respectfully requests that the Board of Commissioners approve the Lease Agreement (12637) and board order approving the Lease and providing a limited delegation of signing authority and authorize Chair Roberts or his designee to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Rumbaugh".

Mary Rumbaugh  
Director of Health, Housing and Human Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Delegation of  
Authority for Recovery Campus



Board Order No. \_\_\_\_\_  
*Page 1 of 2*

**Whereas**, in April 2023, Clackamas County passed a resolution to address substance use disorders, homelessness and mental health issues, recognizing these must be addressed systemically and interdependently in order to provide individuals the best chance of self-sufficiency and a better life;

**Whereas**, the Clackamas County Board of County Commissioners (“Board”) led the Clackamas Addictions Recovery Summit in September 2023, where national and international experts shared recommendations based on best practices with a key recommendation from the summit being to build a recovery-oriented center/campus that includes a continuum of services for individuals living with addiction;

**Whereas**, on September 30, 2024, a Notice of Funding Opportunity (“NOFO”) was issued soliciting for proposals for the development, design, construction and operation of a recovery campus for treatment and recovery;

**Whereas**, following the review of proposal received in response to the NOFO, the County selected Fora Health, Inc. (“Fora”) to receive the grant award for the development, design, construction and operation of a recovery campus (“Recovery Campus”);

**Whereas**, Clackamas County owns property generally described as 15301 SE 92nd Ave, Clackamas, OR 97015 (the “Property”);

**Whereas**, Fora Health, Inc. desires to lease the Property to develop, design, construct, and operate a Recovery Campus;

**Whereas**, the Board has determined it is in the public interest to lease the Property to Fora Health, Inc. to make treatment and recovery services available to the residents of Clackamas County;

**Whereas**, ORS 271.360 requires leases to be authorized by ordinance or order of the public body executing the same;

**Whereas**, in addition to a lease, staff anticipates multiple smaller agreements, authorizations, and other documentation to be regularly required as part of the Recovery Campus project. These include, but are not limited to, the following: utility and access easements with Portland General Electric, Clackamas River Water, and WES; memorandums of understanding between the County and the State Historic Preservation

Office; various other potential permits, access, and authorization agreements necessary for future development of the Property;

**Whereas**, to ensure expeditious execution of these smaller agreements, staff requests a delegation of signature authority to the County Administrator under the limitations set forth in this Order;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that:

1. Execution of the lease attached to this Order as Exhibit A is hereby authorized. It is further ordered that Chair of the Clackamas County Board of Commissioners and/or the County Administrator are authorized to execute the lease and all other documents reasonably related to the same.
2. The County Administrator is further delegated authority to execute all agreements, authorizations, and/or documents needed as part of the Recovery Campus project, and to take other actions reasonably related to the same. This includes, but is not limited to, executing the following: utility and/or access easements with Portland General Electric, Clackamas River Water, and WES; memorandums of understanding between the County and the State Historic Preservation Office; various other potential permits, access, and authorization agreements necessary for future development of the Property. The delegation provided herein does not apply to (1) leases (other than the lease attached as Exhibit A) and (2) contracts, grants, grant applications, or cooperative agreements with a value that exceeds the County Administrator's current delegated signing authority. The County Administrator will provide the Board a monthly written report of all agreements, authorizations, and/or documents executed under the authority delegated herein.

**DATED** this \_\_\_ day of \_\_\_\_\_, 2026.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**LEASE  
BETWEEN CLACKAMAS COUNTY  
AND FORA HEALTH, INC.**

THIS LEASE (“Lease”) is entered into and between **Clackamas County** (“County”), a political subdivision of the State of Oregon, and **Fora Health, Inc.** (“Lessee”), collectively referred to as the “Parties” and each a “Party.”

**RECITALS**

In April 2023, County passed a resolution to address substance use disorders, homelessness and mental health issues, recognizing these must be addressed systemically and interdependently in order to provide individuals the best chance of self-sufficiency and a better life.

The Board of Commissioners led the Clackamas Addictions Recovery Summit in September 2023, where national and international experts shared recommendations based on best practices with a key recommendation from the summit being to build a recovery-oriented campus that includes a continuum of services for individuals living with addiction.

On September 30, 2024, a Notice of Funding Opportunity (“NOFO”) was issued soliciting for proposals for the development, design, construction and operation of a Recovery Campus for treatment and recovery.

Following the review of proposals received in response to the NOFO, the County selected Lessee to receive the grant award (the “Grant Award”) for the development, design, construction, and operation of the Project (as defined below) on County-owned real property commonly known as 15301 SE 92nd Avenue, Clackamas, Oregon, 97015, as more particularly described on Exhibit A, attached hereto and incorporated herein (“Property”).

County agrees to lease to Lessee that portion of the Property further identified in Exhibit B (the “Leased Land”), attached hereto and incorporated herein, together with any and all structures, fixtures, rights, privileges, easements, improvements, and appurtenances of benefit to the Leased Land that may now exist or may exist in the future, including without limitation the Improvements (as defined below) (collectively the “Premises”). The Leased Land included in the Premises is limited only to those portions of the Property specifically identified in Exhibit B, and excludes all other parts of the Property described in full legal description of the Property in Exhibit A (the “Excluded Property”).

Lessee intends to construct two buildings and associated improvements on the Premises that will include, 16 withdrawal management beds, 24 substance use disorder residential treatment beds, and 36 beds for transitional housing, support services, and outpatient services for adults with a substance use disorder, or persons that meet the criteria of a substance use disorder diagnosis, for purposes of providing recovery-oriented continuum of care services for individuals living with addiction (the “Project”).

County desires to lease to Lessee, and Lessee desires to lease from County, the Premises subject to the terms and conditions in this Lease.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## **TERMS**

### **1. Lease of Premises; Ownership; Condition of Premises.**

- a. County hereby leases the Premises to Lessee, subject to the terms and conditions contained herein. Lessee's use of the Premises expressly includes authorization to construct and operate the Project on the Premises. At all times during the term of this Lease, title to all improvements constructed on the Premises, including the Project, and all future improvements, additions, modifications, or alterations thereto (collectively the "Improvements"), shall be owned by County.
- b. At the expiration or early termination of this Lease, all Improvements, and any additions, modifications, or alterations thereto or replacements thereof on the Premises, including fixtures shall remain in County's ownership.
- c. By execution of this Lease, Lessee hereby releases and waives any and all claims, demands, causes of action, losses, costs, expenses (including attorney fees and costs), or damages of any kind whatsoever, whether known or unknown, in equity or at law (collectively, "Claims"), that it may have now or in the future have against the County regarding compensation for, or title to, the Improvements including, but not limited to, any claim for compensation for the value of the Improvements following termination of the Lease. Notwithstanding the foregoing, this Section 1.c. shall not release or waive any Claims Lessee may in the future have against the County arising from or related to the gross negligence or intentional misconduct of the County or its agents.
- d. County hereby reserves the right to enter and travel in, on, over, and upon portions of the Premises that are accessible to the general public for the purpose of accessing the Excluded Property. Subject to Section 27.g. and except as otherwise permitted by this Lease or agreed to by County, Lessee shall ensure County retains necessary access to the Excluded Property across the Premises throughout the entire duration of the Lease, including during construction of the Improvements on the Premises. Notwithstanding the foregoing, no right of access by the County pursuant to this Section 1.d. will materially disrupt or interfere with Lessee's construction and operation of the Project.
- e. So long as Lessee is not in default beyond applicable notice and cure periods, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the Term, without hindrance or interference by County or any person claiming by, through, or under County, subject only to the terms of this Lease and applicable law. Except as authorized by the terms of this Lease, County shall not take or authorize any action that materially impairs Lessee's access to, use of, construction on, or operation of the Premises for the Permitted Uses.

2. **Term.** The term of this Lease shall commence July 1, 2026 (the “Effective Date”) and shall expire at midnight on June 30, 2046 (“Term”), unless earlier terminated or extended by the Parties pursuant to the terms of this Lease.
  - a. Extended Term. If Lessee is not in default under the Lease, Lessee has the option to request an extension of the Term for an additional period of 20 years (the “Extended Term”) by providing written request to County no less than ninety (90) days before the expiration of the Term. County will review the request and determine whether to approve or deny the request, in its sole discretion, by providing written notice of its decision to the Lessee. Upon exercise of this option to extend, the term of this Lease will be extended through the expiration date of the Extended Term, on the same terms and conditions as contained in this Lease, except for Rent (which will be determined in accordance with Section 3 below) and except that Lessee will no longer have an extension option.
3. **Base Rental Payment.** Lessee shall make a one-time payment to County in the amount of \$20.00 within thirty (30) days following the Effective Date of this Lease, which amount shall constitute all base rent payable by Lessee during and with respect to the Term.
  - a. Extended Term Base Rent. The County shall establish rent for the Extended Term in its sole discretion. If the County elects to extend the Lease after Lessee’s exercise of its extension option, the amount of rent (“Extension Term Rent”) shall be included in the written notice to the Lessee provided by the County approving the Extended Term; provided, however that Lessee’s exercise of the extension option will not be binding upon Lessee until it has agreed to the Extension Term Rent in writing. If Lessee does not approve the Extension Term Rent, it may deliver a written notice to County within 30 days after receiving County’s notice of the Extension Term Rent, canceling its exercise of the extension option.
4. **Net Lease.** This Lease is a net lease, which means that unless the County is expressly responsible for a cost or expense under this Lease, Lessee will be responsible for paying, as additional rent, all costs and expenses relating to the Premises, including any real or personal property taxes, fees, utilities, maintenance, interior and exterior repairs, insurance, and all other costs and expenses relating to the general occupancy and use of the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Lessee is required to pay, as additional rent, all sums, impositions, costs, and other payments that Lessee assumes or agrees to pay in any provision of this Lease.
5. **Use of Premises.**
  - a. Permitted Uses. Lessee may use and occupy the Premises during the Term of this Lease solely for the following purposes (“Permitted Uses”), and for no other purpose without the prior written consent of County:
    - i. Lessee has the right, at any time and from time to time during the Term, at its cost and expense, to construct the Improvements, reconstruct,

demolish, remove, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other improvements of any nature (including excavation, earthmoving, paving, installation of utilities, and all other development activities) pertaining thereto as Lessee considers necessary for the construction, operation and management of the Project. Without limiting the foregoing, Lessee may demolish any improvements located on the Premises (“Pre-Existing Improvements”) as of the Effective Date and need not restore the Premises to its former condition following any such demolition. Any Lessee activities under this section shall be undertaken in compliance with the requirements of Section 6 below and subject to the limitations specified in this Lease.

- ii. At all times Lessee shall operate the Premises as a recovery campus for individuals with substance use disorders, together with all uses reasonably related to the same. Lessee shall operate the Premises in a manner consistent with the following: (1) the terms and conditions set forth in that certain subrecipient agreement entered into by and between County and Lessee, grant agreement number H3S 12018 (the “County Grant”); (2) the restrictions of use set forth in Grant Agreement and Declaration of Restrictive Covenants entered into by and between County and the State of Oregon, Agreement No. [REDACTED] (“OHA Grant”); and (3) the terms, conditions, and restrictions of use set forth in any other agreement entered into by and between the County and Lessee, whether in effect on the Effective Date or entered into hereafter.
  - iii. Any use of the Premises other than those reasonably necessary and incidental to those described above is strictly prohibited and constitute a default by Lessee under this Lease.
  - iv. Where this Lease uses the phrase “sole cost and expense,” “cost and expense,” or similar terms to refer to an obligation of Lessee, the parties acknowledge and agree that (a) the Parties have entered into this Lease in connection with Lessee’s receipt of the Grant Award, which will be used to fund the development, design, construction, and operation of the Project (excluding program operation, which is funded from other sources), and (b) Lessee may use funds received pursuant to the Grant Award to fund its obligations hereunder.
- b. No Commercial Space. There shall be no commercial space in any Improvements without the prior written consent of County.
  - c. Restrictive Covenants. Lessee will at all times comply with the restrictive covenants set forth in the OHA Grant and other CC&Rs (as defined in Section 9, below) while such CC&Rs are in effect.

- d. Fees and Costs. Lessee shall timely pay and discharge all fees, costs, and expenses related to or arising from the management or operation of the Premises and the provision of services to the Premises.
- e. No Discrimination. Lessee shall not unlawfully discriminate in the provision of services on the Premises on the basis of race, creed, color, sex, national origin, religion, family status, age, disability, sexual orientation, gender identity, the receipt of public assistance, or any other characteristic protected from discrimination by applicable law.

## **6. Improvements.**

- a. Initial Demolition. Lessee's demolition of the Pre-Existing Improvements and removal of debris related thereto, which shall be at Lessee's sole cost and expense, shall be performed in coordination with County and in compliance with all applicable permits, laws and regulations, including without limitation, all Environmental Laws (defined in Section 11 below) and the terms of the County's agreement with the Oregon State Historic Preservation Office. Except for the initial demolition of any improvements existing on the Premises as of the Effective Date, Lessee shall not demolish, reconstruct, remodel or rebuild any material portion of any Improvements on the Premises without the prior written consent of County. Upon expiration or earlier termination of this Lease for any reason, any Improvements and plans related thereto, regardless of completion, shall remain on the Premises and remain the property of County including, but not limited to, plans and specifications, services, reports, permitting plans or any other materials obtained by Lessee for the purpose of developing and operating the Project.
- b. Plans and Specifications. Lessee shall construct the Improvements on the Premises in compliance with all applicable laws and regulations and in accordance with, in all material respects, plans and specifications developed by and between Lessee, Holst Architecture, Inc., and Walsh Construction Co./Oregon, as the same may be modified from time ("Plans and Specifications").

Lessee warrants to County that all materials and equipment furnished in connection with the construction of the Improvements will be of good quality, that all construction work associated with the Improvements will be free from any material defects, and that such construction work will comply in all material respects with the requirements of the Plans and Specifications. Lessee's warranties in the preceding sentence will continue in effect only for a period of time equal to the applicable warranty that it obtains from the licensed professional that prepared the Plans and Specifications and performed construction of the initial Improvements. County shall reasonably cooperate with Lessee in obtaining all required licenses, permits, and approvals with respect to developing and maintaining the Premises and shall reasonably consent to and/or sign all papers and documents reasonably needed in connection with the same including, without

limitation, such instruments as may be required for the laying out, maintenance, repair, replacement and use of utilities of all kinds

Other than demolition of the Pre-Existing Improvements, and construction of the Improvements described in the Plans and Specifications, Lessee must obtain County's prior written approval, which may be withheld in County's reasonable discretion, to construct additional Improvements, or to perform demolition, reconstruction, or major renovation of the Improvements under Section 5(a)(i) above. Provided, however, that no written approval is required for ordinary maintenance and repair of the Improvements.

- c. Condition of Improvements. After completion of the Improvements, Lessee shall maintain and repair the Improvements and the Premises and shall provide for the proper and efficient operation of the Premises as set forth in Section 7. Lessee shall at all times keep and maintain the Premises and Improvements in clean, attractive, and safe condition, and in a good state of repair (ordinary wear and tear, and casualty excepted). County shall not be obligated to maintain, repair, replace, or rebuild any alterations, improvements or other aspects of the Premises and Improvements during the Lease Term, except as otherwise expressly set forth in this Lease. Lessee shall perform all activities referred to in this section in compliance with all applicable governmental laws, ordinances, codes, and regulations.
- d. Easements. Only the County shall have the right to record easements that encumber the Premises. No easement recorded by the County during the Lease Term shall materially impair Lessee's ability to construct, operate, maintain, and repair the Project or the Premises. Lessee shall not record, or otherwise authorize the recording of, any easement that encumbers the Premises without County's prior written consent.
- e. Use of Excluded Property. The County may, in its reasonable discretion, approve, in writing, use of portions of the Excluded Property as reasonably needed by Lessee to construct the Improvements or to demolish the Pre-Existing Improvements. The County will authorize such use by execution of an access agreement on terms and conditions acceptable to both Parties.

## **7. Repairs and Maintenance.**

- a. As-Is Condition. Lessee acknowledges that it has examined the Premises and agrees to accept the Premises in "as-is" condition, and that County has made no representations or warranties regarding the condition of the Premises or its fitness for any particular use.
- b. Lessee Obligations. Except as otherwise expressly set forth in this Lease, Lessee shall keep all aspects of the Project, including the Premises and Improvements (including, without limitation, the interior and exterior portions, roofing and covering material, exterior walls, plumbing, electrical and mechanical systems, heating and ventilation systems, utility lines and pipes (whether above or below

ground), sidewalks, parking areas and landscaping) in safe condition, in compliance with all applicable laws, codes and regulations, and in good condition (ordinary wear and tear excepted), and Lessee shall conform to and comply with all valid ordinances, regulations and laws affecting the Premises or any improvements thereon or the use thereof. Lessee shall be responsible for preventative maintenance on all structural and non-structural aspects of the Project. If Lessee identifies the need for a Major Repair or Replacement (as defined below), beyond the warranty coverage period referenced under subsection (c) below, that the County may be obligated to pay for, Lessee will, if reasonably possible, provide County with timely notice of the need to allow the County time to budget for such Major Repair(s) or Replacement(s). For purposes of this section, "timely notice" means written notification from Lessee to the County of actual or anticipated Major Repairs and Replacements (excluding emergencies and unanticipated/previously unknown repairs and replacements) no later than January 1 of each year for inclusion in the following year's budget. The failure of Lessee to notify the County of a Major Repair or Replacement by this deadline will not constitute a default of Lessee under this Lease.

- c. County Obligations. The County will pay for any major repairs or replacements to the structural parts of the Project (including the roof, exterior walls, and foundation of any building) and any other work that the federal income tax rules treat as a capital expenditure, such as major system replacements, building-wide upgrades, and long-term improvements ("Major Repairs or Replacements"). However, the County shall not be responsible for replacing or repairing any aspect of the Project that the Lessee fails to maintain in accordance with its obligations under this Lease including, but not limited to, conducting preventative maintenance. County shall not be obligated to repair or replace any aspect of the Project that is covered under an existing warranty. If any Major Repair or Replacement is necessary as a result of a construction or design defect related to the construction of the initial Improvements, then the parties will promptly meet and agree on the urgency of the required Major Repair or Replacement and determine whether (a) the Major Repair or Replacement will wait until the conclusion of Lessee's efforts to seek recovery from the responsible party, or (b) County will immediately make the Major Repair or Replacement, in which case it will be entitled to reimbursement from Lessee to the extent of funds actually recovered from the responsible party, less Lessee's costs and expenses in pursuing such recovery. The parties acknowledge that regardless of how the parties elect to proceed under the preceding sentence, any amount necessary for Major Repair and Replacement resulting from a design or construction defect and not recovered from the responsible party will be the responsibility of the County. Except as provided in the preceding sentence or elsewhere in this Lease, County shall have no obligation whatsoever to keep, maintain, alter, remodel, improve, repair, decorate, replace, or paint any part of the Project, Improvements, or other aspect of the Premises. It is the intention of the parties that Lessee, and not County, shall have the responsibility and obligation for the repair, replacement, and maintenance of the Project and Improvements and all other aspects of the Premises to the extent not expressly the responsibility of County hereunder.

- 8. Utilities and Services.** Lessee shall make arrangements for the provision to the Premises of all utilities (and County shall reasonably cooperate with Lessee in connection with same). Beginning on the Effective Date, Lessee shall directly pay for any and all utilities and services supplied to the Premises as they become due unless otherwise agreed to, in writing, by County.
- 9. Conditions, Covenants and Restrictions.** Lessee shall operate the Premises in compliance with all applicable conditions, covenants and restrictions recorded against, or otherwise applicable to, the Premises (“CC&Rs”), and shall pay any assessments required by any such CC&Rs, in each case to the extent communicated in writing by County to or otherwise known by Lessee. After the Effective Date and during the Term, the County shall provide notice to the Lessee of any new CC&Rs that apply to the Premises or Lessee’s use thereof. Notwithstanding anything in this Section 9 to the contrary: (a) the County will consult with Lessee prior to finalizing or recording any CC&Rs that may potentially have a materially negative impact on Lessee’s use, operation, and management of the Project and the Premises; and (b) the parties will work together to mitigate or avoid any such negative impact before the applicable document is finalized.
- 10. Taxes.** Beginning on the Effective Date, Lessee shall pay all real estate taxes and assessments levied or assessed directly against the Premises with respect to any period of time during the Term before delinquency. Promptly after payment, Lessee will provide County with evidence reasonably satisfactory to County that all taxes required to be paid by Lessee have been paid. Lessee may, at its sole cost and expense, and in its own name, dispute and contest any taxes or assessments charged against the Premises. County agrees to cooperate with Lessee in connection therewith and in any reasonable effort necessary to cause the Premises to obtain or retain an exemption or reduction from real estate or property taxes on the basis of the intended use and ownership of the Premises, to the extent applicable law provides for such an exemption or reduction.
- 11. Compliance with Legal Requirements.** Except where otherwise explicitly required by this Lease, including without limitation Section 7.c., during the Term Lessee shall (i) observe and comply with all “Legal Requirements,” defined below, that may apply to the Premises, or to the use or manner of uses of the Premises, and (ii) pay all costs of compliance with the Legal Requirements.
- a. “Legal Requirements” means all applicable present and future federal, state, and local laws, ordinances, orders, rules, regulations, codes, and requirements that now or hereafter apply to the Premises, the Improvements, or any component hereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).
  - b. “Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment including, but not limited to, the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 et seq.), the

Toxic Substances Control Act (15 USC § 2601 et seq.), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 et seq.), the Clean Air Act (42 USC § 7401 et seq.), amendments to the foregoing, and any rules and regulations promulgated thereunder.

- c. “Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by Environmental Laws, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

Lessee shall be responsible for investigation, remediation, proper removal, or correction of Hazardous Substances existing on or migrating to the Premises under only the following circumstances: (A) those Hazardous Substances present on, in, under, or about the Premises as of the Effective Date and explicitly identified in the following reports (“Environmental Reports”): (i) Clackamas County Cascade Heights Facility Assessment from November 17, 2023; (ii) Phase I Environmental Site Assessment dated July 29, 2025 prepared by Columbia West Engineering, Inc.; (iii) Surface Soil Characterization Report dated October 6, 2025 prepared by Columbia West Engineering, Inc.; and (iv) Focused Hazardous Materials Survey dated November 10, 2023 prepared by EVREN Northwest, Inc.; and (B) Hazardous Substances not identified in the Environmental Reports, to the extent (i) caused or exacerbated by Lessee or Lessee’s agents, contractors, employees, invitees, or licensees; or (ii) encountered during demolition of the Existing Improvements in accordance with Section 6.a. or construction of the initial Improvements in accordance with the first paragraph of Section 6.b., which must be investigated, remediated, removed, or corrected pursuant to applicable Legal Requirements. Except as set forth in the preceding sentence and notwithstanding anything in this Lease to the contrary, Lessee shall not be responsible for the investigation, remediation, removal, or correction of any Hazardous Substances existing on, in, under, or about the Premises, or migrating on to the Premises, prior to the Effective Date.

## **12. Restrictions on Use of the Premises.**

- a. Lessee shall not use or occupy the Premises, or permit or suffer all or any part of the Premises to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind, other than the construction work and permitted uses expressly contemplated in this Lease; or (c) for any purpose or in any way in violation of any Legal Requirements, including Legal Requirements respecting Hazardous Substances.
- b. Lessee shall not to cause or permit any waste, damage, disfigurement, or injury to the Premises (normal wear and tear, and casualty excepted).
- c. Lessee shall not use the Premises in any manner that would conflict with the terms and conditions of this Lease.

- d. Lessee shall not engage in any activity that would invalidate any casualty insurance policy covering the Premises.
- e. Lessee shall not engage in any activity that would violate the terms of any existing or future good neighbor agreements applicable to the Premises and entered into by Lessee.

**13. Continuous Operation.** Promptly after completion of construction of the Improvements, Lessee shall occupy, operate, and manage the Premises continuously for the purposes stated herein. Lessee may close portions of the Premises for brief periods necessary to perform reasonable repairs and maintenance. Subject to casualty, condemnation, and force majeure events, Lessee may not close portions of the Premises for greater than thirty (30) business days without the prior written consent of County.

**14. Insurance Requirements.**

- a. Lessee, at its expense, will maintain at all times during the Term of this Lease, insurance covering the Premises and Lessee's use thereof against claims for property damage or loss of the Premises in an amount not less than the full replacement value of the Improvements and require that all losses are payable to County and Lessee as their interests may appear. Such coverage must include coverage from the perils of all risks of direct physical loss or damage including, but not limited to, risks of fire, explosion, collapses, theft, vandalism, earthquakes, windstorms, and floods. Any loss adjustment must require written consent of both parties, which will not be unreasonably withheld, conditioned, or delayed. The amount of the insurance policy will be increased from time to time as the full replacement value of the Improvements increases.
- b. Lessee, at its expense, will maintain at all times during the Term of this Lease, commercial general liability insurance on the Premises and the conduct or operation of business therein, naming County and its managing agent, if any, as additional insureds, with a combined single limit of not less than \$1,000,000. All such insurance will insure the performance by Lessee of the indemnity agreement with regard to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease.
- c. All insurance shall include Clackamas County, and its officers, elected officials, agents, and employees as additional insureds.
- d. Lessee will deliver to County and any additional insured the fully paid-for policies or certificates of insurance, in form reasonably satisfactory to County, issued by the insurance company or its authorized agent, at least 10 days before the Effective Date. Lessee will procure and pay for renewals of the insurance from time to time before the expiration thereof, and Lessee will deliver to County and any additional insured the renewal policies at least 30 days before the expiration of any existing policy. County reserves the right to inspect and require full copies of all insurance policies to be provided to County.

- e. Coverages provided by Lessee must be underwritten by an insurance company deemed acceptable by the County. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. The County reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- f. Lessee's insurance shall apply as primary and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above. This must be noted on the insurance certificate.
- g. If any of the required insurance policies are on a "claims made" basis, Lessee shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the Effective Date of the Lease, for a minimum of twenty-four (24) months following expiration of the Lease. Notwithstanding the foregoing 24-month requirement, if the Lessee elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Lessee may request and County may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If County approval is granted, the Lessee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- h. Lessee shall be financially responsible for all pertinent deductibles.
- i. Lessee's insurance obligations under this Section are in addition to, not in lieu of, any other insurance requirements in the County Grant or other agreements between Lessee and County.
- j. There shall be no cancellation, material change, exhaustion of aggregate limits, reduction of limits, or intent not to renew the insurance coverages without thirty (30) days' written notice from Lessee or its insurers to the County.
- k. The County will be entitled to enforce Lessee compliance with the insurance requirements, and will take all reasonable steps to enforce such compliance.
- l. Lessee shall secure an appropriate clause in, or an endorsement upon, each insurance policy obtained by it and covering or applicable to the Premises, the Improvements, or the personal property, fixtures and equipment located therein, pursuant to which the insurance company waives subrogation or permits the insured, prior to any loss, to make the waiver set forth in this Section 14(l), without invalidating the coverage under the insurance policy.

## **15. Responsibility for Damages; Indemnity.**

- a. Lessee shall be in exclusive control of the Premises. Subject to Section 17, Lessee shall be solely responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, use of the Premises or the Improvements, or from any act, omission, or neglect of Lessee, its subcontractors, agents, invitees, licensees, or employees.
- b. To the fullest extent permitted by law, Lessee agrees to indemnify, hold harmless and defend County, and its officers, elected officials, agents and employees (“County Indemnitees”) from and against all third-party claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or related to the acts or omissions of Lessee or Lessee’s employees, subcontractors, invitees, licensees or agents. However, neither Lessee nor any attorney engaged by Lessee shall defend the claim in the name of County, or any department of County, nor purport to act as legal representative of County or any of its departments, without first receiving from the Clackamas County Counsel’s Office authority to act as legal counsel for County, nor shall Lessee settle any claim on behalf of County without the approval of the Clackamas County Counsel’s Office. County may, at its election and expense, assume its own defense and settlement.
- c. Notwithstanding the foregoing or anything to the contrary herein, Lessee shall not be solely responsible or obligated to indemnify County or any County Indemnitees for any loss, damage, injury or death to the extent attributable to the gross negligence or intentional misconduct of County or County Indemnitees; and it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of (a) the County Indemnitee or County Indemnitee’s consultants or contractors, and (b) Lessee, Lessee’s obligations of indemnity under this Section 15 shall be effective only to the extent of the Lessee’s negligence.

## **16. Liens.**

- a. No Liens. Lessee shall not suffer or permit any construction liens to attach to or be filed against any part of the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Lessee or any person occupying or holding an interest in any part of the Premises or the Improvements owned by Lessee. If any such lien is filed against any portion of the Premises or the Improvements, Lessee shall cause the same to be discharged of record within 15 days after the date of its filing by payment, deposit, or bond.

NOTICE IS HEREBY GIVEN THAT COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO LESSEE UPON CREDIT, AND THAT NO MECHANIC’S OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE. NOTHING IN THIS LEASE SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY’S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR

OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION WORK, NOR AS GIVING LESSEE ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. LESSEE SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ANY CLAIMS AGAINST THE FEE ESTATE ARISING FROM CONSTRUCTION WORK UNDERTAKEN BY LESSEE OR ANYONE CLAIMING THROUGH LESSEE, AND AGAINST ALL LIENS PROHIBITED BY THIS LEASE.

- b. County Right to Post Notices. County may post and keep posted at all reasonable times on the Premises notices of non-responsibility and any other notices that County desires or is required to post, in its sole discretion, for the protection of County's interest in the Premises from any such lien.
- c. No Right to Lien County's Interest. Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of County, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises, or as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against County's interest in the Premises or against County's interest, if any, in the Improvements. Lessee shall not be an agent for County.

#### **17. Damage and Destruction.**

- a. Restoration Obligations. In the event any portion of the Project shall be damaged or destroyed by fire, flood, or any other casualty or peril, at any time during the Term, then and in such event, unless Lessee elects to terminate this Lease in accordance with Section 17.c., Lessee will repair and restore the Project in substantially the same location and condition before damage occurred (subject to compliance with current codes and regulations). Notwithstanding the above, Lessee shall promptly seek prior County approval of its decision to repair and restore the Premises and its proposed plan of action, before any work begins. Any such approval from the County shall not be unreasonably withheld, conditioned, or delayed.
- b. Insurance Proceeds. Unless Lessee elects to terminate the Lease in accordance with the terms of Section 17.c., the proceeds of any property insurance policies on the Project actually received by the County or Lessee, whether maintained by County or Lessee, shall be first devoted to the repair and restoration of the damaged or destroyed Premises and the expenditure of such sum by Lessee for

the restoration thereof shall be considered in full compliance with the covenant to repair and restore.

- c. Lessee Termination Right. Lessee shall be entitled to terminate this Lease if (i) the Project is damaged or destroyed to an extent exceeding fifty percent (50%) of the then fair market value of the Project, (ii) the Project is damaged or destroyed during the last two (2) years of the Term, or (iii) the proceeds actually received by Lessee and available for the repair of the Project are not sufficient to complete such repair and restoration. If Lessee elects to terminate this Lease, (i) Lessee shall give County written notice of such termination within one hundred twenty (120) days of the date of damage, and (ii) the County will be entitled to all property insurance proceeds applicable (excluding coverage for Lessee's personal property).

**18. Condemnation.** In the event the Premises is subject to condemnation by right of eminent domain by any federal, state, or local agency, the following provisions shall govern.

- a. Total Taking. If all the Premises is taken or condemned by right of eminent domain or by purchase in lieu of condemnation (a "Taking"), or if in Lessee's reasonable judgment the Taking of any portion of the Premises renders the remaining portion unsuitable for the conduct of Lessee's operations on the Premises after restoration of the Improvements following the Taking, then either party may terminate this Lease by providing written notice thereof within 30 days after the terminating party is notified of the Taking, in which case the Lease will cease and terminate (except those provisions intended to survive the expiration or termination of the Lease) and Lessee shall vacate the Premises as of the date on which the condemning authority takes possession (any Taking in this section being called a "Total Taking").
- b. Partial Taking. If, during the Term, there is a Taking of the Premises, but the Taking is not a Total Taking, such taking is referred to herein as a "Partial Taking" and this Lease will not terminate, but will remain in full force and effect with respect to the portion of the Premises not Taken.
- c. Award for Taking. In every case of Taking, or any part thereof, the parties shall share in the compensation as their interests may appear. It is specifically understood and agreed that Lessee shall be entitled to the relocation benefits, if any, and all Taking proceeds which are on account of the taking of any improvements (other than the Improvements as defined herein), equipment, fixtures or personal property belonging to Lessee.
- d. Dispute Resolution. In the event of any dispute between Lessee and County regarding any issue of fact arising out of a Taking mentioned in this Article, the dispute shall be resolved by the same court in which the condemnation action is brought, in any proceedings that are appropriate for adjudicating the dispute.

**19. Assignment and Subletting.** Lessee shall not sell, assign, sublet, grant, or transfer this Lease, or any portion of Lessee's interest therein, without the prior written consent of County. Any attempted assignment or sublet without such prior written consent will be void. County's consent to an assignment or sublease will in no event release Lessee from its liabilities or obligations under this Lease, nor relieve Lessee from the requirement of obtaining County's prior written consent to any further assignment or sublease.

**20. Default.** Each of the following constitute a Lessee default under this Lease:

- a. Lessee's failure to comply with any of its covenants or obligations under this Lease if the failure continues for a period of 30 days after written notice from County. If the nature of Lessee's default reasonably requires more than 30 days for its cure, Lessee will not be in default if it commences to cure within the 30-day period and thereafter diligently pursues its completion.
- b. Lessee's making any general assignment or arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have it adjudged as bankrupt or a petition for reorganization or arrangement under any bankruptcy law (unless any petition filed against Lessee is dismissed or stayed within 90 days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets at the Premises or its interest in this Lease, if possession is not restored to Lessee within 90 days; or the attachment, execution or other judicial seizure of substantially all of Lessee's assets at the Premises or its interest in this Lease, if that seizure is not discharged within 90 days;
- c. Lessee's sale, assignment, conveyance, or transfer of any kind, whether voluntary or involuntary, of Lessee's rights and/or obligations under the Lease in violation of this Lease;
- d. Lessee's failure to occupy the Premises for one or more of the purposes permitted under this Lease for a period of thirty (30) calendar days or more, unless such failure is subject to Section 27.g. or otherwise permitted or excused by County.

**21. Termination.**

- a. Non-default Termination. This Lease may be terminated for the following non-default reasons:
  - i. At any time by mutual agreement of the parties;
  - ii. By County for the following reasons:
    1. Upon one hundred and eighty (180) days' written notice to Lessee, for convenience, provided, however, that County may not terminate for convenience during the first three years of the Lease, and provided further that (x) Lessee shall use commercially reasonable efforts to wind down operations on the Premises on or before the date of termination and (y) County shall reimburse Lessee's reasonable and unavoidable costs and expenses related to County's termination for convenience;

2. If County fails to receive expenditure authority sufficient to allow County, in the exercise of its reasonable administrative discretion, to continue to perform under this Lease;
  3. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Lease is prohibited; or
  4. If Lessee's contract with the Medicaid funder(s) or the County is terminated for any reason.
- iii. Upon one hundred and twenty (180) days' written notice to County, by Lessee for convenience subject to the following terms and conditions:
1. Lessee may not terminate this Lease for convenience during the first three years of the Lease, provided, however, that Lessee shall reimburse County's reasonable and unavoidable costs and expenses related to Lessee's termination for convenience.
- b. Termination for Default. Upon occurrence of an event of default and failure to cure, if permitted, County may immediately terminate this Lease upon written notice to Lessee and exercise any remedy provided herein.

**22. Restrictive Covenants.** Lessee acknowledges that its commitment to manage and operate the Premises in a manner consistent with the requirements of this Section 22 is a material inducement to County's agreement to lease the Premises to Lessee and represents the primary consideration to be received by County in exchange for granting Lessee the leasehold interest in the Premises.

- a. Covenants. Lessee represents, covenants and agrees that:
- i. For the entirety of the Term of this Lease, the Premises will be used for the purpose of providing recovery-oriented continuum of care services for individuals living with addiction, and shall continuously operate the Premises including a 16-bed withdrawal management facility, a 24-bed substance use disorder residential treatment facility, 36-beds of transitional housing, and outpatient services within the Project to serve individuals and/or adults substance use disorder diagnosis, in compliance with the provisions of the law;
  - ii. For the entirety of the Term of this Lease, Lessee will manage the Project in a safe and sanitary condition, that is reasonably satisfactory to County and the State of Oregon, and in accordance with applicable zoning, code and habitability requirements;
  - iii. During construction of the Improvements, Lessee will pay the greater of the applicable prevailing wage rate requirements are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, "PWR"), or, when applicable, 40 U.S.C. 3141 et seq. ("Davis-Bacon Act"); provided, however, that the

County shall inform Lessee in writing of the applicability of the Davis-Bacon Act to the Project;

- iv. For entirety of the Term of this Lease, the Premises will be used for purposes of providing supportive housing services (“SHS”). SHS means homeless prevention, support services, and rent assistance that stabilize people experiencing homelessness and housing instability within the jurisdictional boundary of the Metro Regional Government (“Metro”). SHS expressly includes the operation of a recovery campus for individuals with substance use disorders described in this Lease.

The provisions of this Section 22 shall remain in full force and effect until the end of the Term.

- b. Inspection Rights. Lessee agrees that in order to monitor Lessee’s compliance herewith including, without limitation, with this Section 22, County shall have the right (but not the obligation) to inspect the Premises from time to time, upon reasonable notice to Lessee and subject to the limitations under applicable law; provided, however, that in connection with any such inspection (i) Lessee shall have a reasonable opportunity to have a representative present, and (ii) County shall use commercially reasonable efforts to minimize interference with Lessee’s operation of the Premises. In addition to the foregoing inspection right for County, upon request, Lessee shall provide County with copies of all inspection or related reports obtained by Lessee or otherwise in Lessee’s possession pertaining to the physical condition of the Premises. Nothing in this Lease implies any duty or obligation, however, on County’s part to make such inspections or perform any necessary work identified in such reports (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable) unless such work is expressly the obligation of County under this Lease. County’s performance of any work that is Lessee’s responsibility will not constitute a waiver of Lessee’s default in failing to perform the same.
- c. Certificate of Compliance. Lessee agrees to prepare and submit to County by June 30<sup>th</sup> of each year a certificate of Lessee certifying that it has complied in all respects with the requirements of this Section 22 (or describing any failures to so comply).

**23. Budgets and Financial Statements.** Lessee shall deliver to County, for informational purposes only, (a) no more than once per year and upon written request annual budgets for the Premises, and (b) within 180 days after the end of each fiscal year, a copy of the audited financial statements of Lessee for that fiscal year. Notwithstanding the above, Lessee agrees to cooperate with County and provide information necessary to satisfy any reporting requirements related to the County Grant.

**24. Remedies.**

- a. Upon the occurrence of an event of default, and subject to any cure period provided in this Lease, County may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:
- i. Termination. County may terminate this Lease by written notice to Lessee, which is effective immediately. Upon termination, County may then reenter and take possession of, and remove all persons or property, and Lessee shall immediately surrender possession of the Premises, and the Improvements, to County.
  - ii. Corrective Action Plan. County may permit Lessee to maintain possession, and continue to use the Premises, subject to Lessee's agreement to a corrective action plan, on terms and conditions approved by County in its sole discretion, and solely for the purposes of curing Lessee's default under the Lease.
  - iii. No Further Grants. County may bar Lessee from receiving any future grants.
  - iv. Injunctive or Specific Performance. County may initiate an action or proceeding for damages, specific performance, or declaratory or injunctive relief.
  - v. Removal. County or County's agent or employee may immediately or at any time thereafter, with or without terminating the Lease, at County's sole discretion, reenter the Premises either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises, to the end that County may have, hold, and enjoy the Premises and the Improvements. **Re-entry or taking possession of the Premises or the Improvements by County will not be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Lessee.**
  - vi. Reletting. County may relet the Premises, but County shall not be required to relet the Premises for the purposes specified in the Lease or which purposes County may reasonably consider injurious to the Premises, or to any lessee that County may reasonably consider objectionable. County may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions County determines, in its sole discretion, to be in the County's best interest. To the extent allowed under Oregon law and consistent with a landlord's duty to mitigate damages, County shall not be liable for refusing to relet the Premises or, in the event of reletting, for refusing or failing to collect any rent due on such reletting;

and any action of County will not operate to relieve Lessee of any liability under this Lease or otherwise affect such liability. County at its option may make any physical change to the Premises and the Improvements that County, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Lessee of any liability under this Lease or otherwise affecting Lessee's liability.

- vii. Right to Sue More than Once. County may sue periodically to recover damages during the period corresponding to the remainder of the Term, and no action for damages shall bar a later action for damages subsequently accruing.
  - viii. Self-Help. If Lessee at any time (a) fails to pay any taxes in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 days' written notice to Lessee (or without notice in the event of an emergency) and without waiving or releasing Lessee from any obligation of Lessee contained in this Lease or from any default by Lessee and without waiving County's right to take any action that is permissible under this Lease as a result of the default, County may, (i) pay any tax or make any other payment required of Lessee under this Lease, and (ii) perform any other act on Lessee's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by County and all costs and expenses incurred by County in connection with the performance of any such act will constitute additional costs payable by Lessee under this Lease and must be paid to County on demand.
  - ix. All Other Remedies. The County shall have any remedy available to it in law or equity, whether or not specified herein.
  - x. No remedy described herein is intended to be exclusive of any other available remedy, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. County may pursue, at the same time, each and every remedy, at law, in equity, or under this Lease, which it may have or otherwise in the future acquire.
- b. No Waiver. No failure by County to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach will constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Lessee, and no breach by Lessee, may be waived, altered, or modified except by a written instrument executed by County. No waiver of any breach will affect or alter this Lease, but

each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

## **25. Surrender and Holdover.**

- a. Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Lessee shall deliver to County the Premises and the Improvements (i) in good condition and repair (normal wear and tear, and subject to Lessee's rights and obligations under Sections 17 and 18), broom clean, (ii) free and clear of all occupancies other than subleases to which County has specifically consented, and (iii) free and clear of all liens and encumbrances created by Lessee.
- b. Lessee's Property. Before the expiration or earlier termination of this Lease, Lessee shall remove all Lessee owned personal property, furnishings, furniture, and trade fixtures that remain Lessee's property (the "Lessee's Property") unless otherwise agreed to in writing with the County. If Lessee fails to do so, at Lessor's option, (a) the failure to remove Lessee's Property will be deemed an abandonment of Lessee's Property, and County may dispose of Lessee's Property in any manner permitted by law; or (b) by written notice given to Lessee, County may elect to hold Lessee to Lessee's obligation of removal, in which case County may remove, transport, and store Lessee's Property and Lessee shall reimburse County for the costs incurred in connection therewith on demand.
- c. Holdover. There shall be no holdover permitted under this Lease.
- d. Environmental Indemnity. Lessee shall defend (with attorneys reasonably approved in advance and in writing by Lessor), indemnify and hold County and County Indemnitees harmless from any third-party action, loss, claim, fine or penalty arising from the release or exacerbation of Hazardous Substances caused by Lessee or by Lessee's employees, sublessees, contractors, invitees (but only when an action, loss, claim, fine or penalty is related to such invitees' presence on the Premises) or agents or any violation of Environmental Laws affecting the Premises to the extent caused by Lessee or by Lessee's employees, sublessees, contractors, invitees (but only when a violation of Environmental Laws is related to such invitees' presence on the Premises) or agents. Notwithstanding the foregoing, Lessee's obligations to defend, indemnify, and hold harmless County and County Indemnitees shall not apply to the extent the release or exacerbation of Hazardous Substances or the violation of Environmental Laws is caused by the County, any County Indemnitee, or their respective contractors. Lessee's obligations pursuant to this subsection shall survive expiration or other termination of this Lease.

## **26. Notices.**

- a. All notices given pursuant to this Lease shall be in writing and shall be (i) mailed by first class mail, postage prepaid, certified or registered with return receipt

requested, or (ii) delivered in person or by nationally recognized overnight courier, or (iii) sent by email, and provided to the applicable address set forth in this Section 26 or to such other address as either party hereto may hereafter from time to time designate in writing. Notices shall be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof as evidenced by the records of the delivery or courier service or by the signed return receipt, as applicable. Notwithstanding the foregoing, notices sent by email shall be deemed given on the date received if and only if delivered prior to 6:00 p.m. Pacific Time and if sent on the same business day by another means allowed hereunder.

Lessee	County
Administrator: _____	Administrator: _____
Attn: _____	Attn: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Administrator: _____	
Attn: _____	
Phone: _____	
Email: _____	

**27. General Terms and Conditions**

- a. Relationship. Nothing contained in this Lease will create a joint venture or partnership, establish a relationship of principal and agent, establish a relationship of employer and employee, or any other relationship of a similar nature between County and Lessee.
- b. Waiver. Failure of either party at any time to require performance of any provision of this Lease shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or waiver of the provision itself or any other provision.
- c. Integration. Except as otherwise set forth herein, this Lease constitutes the entire agreement between the parties on the subject matter of this Lease. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Lease.
- d. Further Assurances. The parties to this Lease agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary to give effect to the terms and provisions contemplated herein.
- e. Survival. All rights and obligations shall cease upon termination or expiration of this Lease except for the rights and obligations set forth in: the last sentence of Section 1(a), all of Sections 1(b) and (c), the last sentence of Section 6(a), the first and second sentences in the second paragraph of Section 6(b), and all of Sections 15, 16, 17, 24, 25, 26, and 27, and all other rights and obligations which by their context are intended to survive.

- f. Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
- g. Force Majeure. If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, terrorism, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.
- h. Non-Waiver of Governmental Rights. Subject to the terms and conditions of this Lease, County is specifically not obligating itself with respect to any discretionary action relating to the Premises including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental approvals that are or may be required.
- i. Entire Agreement; Counterparts. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Lessee and County mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by fax signatures, each of which will constitute an original, but all of which will constitute one Lease.
- j. Binding Effect. The covenants and agreements contained in this Lease are binding on and inure to the benefit of County, Lessee, and their respective successors.
- k. Recording of Lease. Either County or Lessee may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Clackamas County, Oregon. In either event, Lessee will pay the recording costs.
- l. Time Is of the Essence. Time is of the essence as to the performance of this Lease.
- m. No Third-Party Beneficiaries. County and Lessee are the only parties to this Lease and are the only parties entitled to enforce its terms. Nothing in this Lease gives, is intended to give, or shall be construed to give or provide any benefit or right,

whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Lease. Provided, however, the State of Oregon and the Metro Regional Government are third party beneficiaries for purposes of enforcing the restrictive covenants set forth in Section 22, above, and may pursue any and all rights and remedies set forth in this Lease necessary to enforce compliance with the aforementioned use restrictions.

- n. Access to Records. Lessee shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Lease. County and its duly authorized representatives shall have access to the books, documents, papers, and records of Lessee during normal business hours and upon no less than 5 business days' advance written notice, which are directly pertinent to this Lease for the purpose of making audit, examination, excerpts, and transcripts; provided, however, that so long as Lessee is not in default, County's rights under this section shall be exercised no more than once in any 12 month period. Lessee shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Lease, or until the conclusion of any audit, controversy or litigation arising out of or related to this Lease, whichever date is later. Notwithstanding the above, Lessee agrees to cooperate with County and provide information necessary to satisfy any reporting requirements related to the County Grant.
- o. Governing Law. This Lease, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Lessee that arises out of or relates to the performance of this Lease shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Lessee, by execution of this Lease, hereby consents to the personal jurisdiction of the courts referenced in this section.
- p. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

- q. Limitation of Liabilities. This Lease is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Neither party shall be liable for any indirect, incidental, consequential or special damages, or lost profits under this Lease or any damages of any sort arising solely from the termination of this Lease in accordance with the non-default termination provisions of Section 21(a).
- r. Amendment. No amendment, consent, or waiver of terms of this Lease shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given.
- s. USA PATRIOT Act Compliance. Lessee represents to County that Lessee is not (and is not engaged in this transaction on behalf of) a person or entity with which County is prohibited from doing business pursuant to Antiterrorism Laws. “Antiterrorism Laws” means any law, regulation, or executive order pertaining to national security and specifically includes, but is not limited to, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the PATRIOT Act) (Pub L 107-56, 115 Stat 272); the Bank Secrecy Act (31 USC § 5311 et seq.); the Trading with the Enemy Act (50 USC App § 1 et seq.); the International Emergency Economic Powers Act (50 USC §§ 1701–1706); sanctions and regulations promulgated pursuant thereto by the Office of Foreign Assets Control, as well as laws related to the prevention and detection of money laundering in 18 USC sections 1956 to 1957. Lessee hereby agrees to indemnify, defend, and hold County harmless from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney fees and costs at trial and on appeal) arising from or related to any breach of the foregoing warranty, representation, and certification.
- t. Estoppel Certificates. From time to time upon not less than 20 days’ prior written notice by the other party, County or Lessee (as the case may be) will execute and deliver to the requesting party a statement in writing certifying (a) that this Lease is unmodified and in full force and effect (or, if modified, setting forth the modifications); (b) the date through which the rents and other monetary obligations hereunder have been paid; (c) that, to the knowledge of the certifier (if such be the case), there is no default, setoff, defense or other claim against County or Lessee, as applicable, other than those, if any, so specified under the provisions of this Lease, and (d) such other matters relating to this Lease, the Improvements, and the Premises as may be reasonably requested by the requesting party.

**Signature Pages Follow**

IN WITNESS WHEREOF, the County and Lessee have caused this Lease to be executed as of the respective dates set forth below their signatures.

**LESSEE**

Fora Health, Inc.

[insert address]

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

This instrument was sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_ as the \_\_\_\_\_, an authorized representative of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

*\*County Signature Page Follows\**

**CLACKAMAS COUNTY**  
150 Beaver Creek Rd  
Oregon City, OR 97045

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
County of Clackamas        )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_ on behalf of Clackamas County.

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**Legal Description**

Real property in the County of Clackamas, State of Oregon, described as follows:

**Parcel I:**

Lots 1 and 2, Block 13, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

**Parcel II:**

Lot 3, Block 13, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

Together with the following described tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon:

Beginning at a point 8.50 rods North of the Northwest corner of Block 12 in said Town of Marshfield, which point is the Southwest corner of Lot 3, Block 13 in said Town of Marshfield; thence North 12.50 rods; thence Westerly 5 rods, more or less, to the land formerly owned by Marion Johnson; thence South to a point directly West of the Southwest corner of said Lot 3, Block 13; thence East 5 rods, more or less, to the Point of Beginning.

**Parcel III:**

Lot 4, Block 13, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

Together with the following described tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon:

Beginning at the Northwest corner of said Lot 4, Block 13; thence South to the Northwest corner of Lot 1, Block 12, said Town of Marshfield; thence West 5 rods to the land formerly owned by Marion Johnson; thence North, tracing the East line of said Johnson land to a point 5 chains West of the Point of Beginning; thence East 5 chains to the Point of Beginning.

**Parcel IV:**

That portion of vacated Church Street lying West of 92nd Avenue and East of the East line of that property described by the metes and bounds description in deed recorded April 27, 1912 in Book 128, Page 276.

**Parcel V:**

Lots 1 and 2, Block 12, TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon.

**Parcel VI:**

A tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon described as follows:

A tract of land lying West of Lots 1 and 2, Block 12, TALBERT'S ADDITION to The Town of Marshfield, being a certain parcel of land commencing at the Northwest corner of said Lot 1, Block 12; thence West 5 rods to the East boundary line of land of that deed recorded May 26, 1948 in Book 406, Page 734; thence South, following said Easterly boundary line, to a point directly West of the South line of said Lot 2; thence East 5 rods to the Southwest corner of said Lot 2; thence North to the Point of Beginning.

**Parcel VII:**

Part of Block 18, TALBERT'S ADDITION to the Town of Marshfield, part of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, and part of vacated 6th Street in the plat of TALBERT'S ADDITION to the Town of Marshfield, in the County of Clackamas and State of Oregon, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of a tract of land conveyed to School District No. 56 by deed recorded July 5, 1939 in Book 259, Page 504, Deed Records, said point being in the North boundary of said Block 18, 101.5 feet West of the Northeast corner of said Block 18; thence South on the West boundary of said School District No. 64 Tract 142.10 feet to a point in the South boundary of a tract conveyed to M.J. Burke and Josephine Burke by deed recorded November 10, 1925 in Book 180, Page 929, Deed Records; thence West on said South boundary line 100.0 feet; thence North, parallel with the West boundary of said School District No. 64 Tract, 142.0 feet to a point in the Westerly extension of the North boundary of the aforementioned Block 18; thence East on said Westerly extension and the North boundary of said Block 18, 100.0 feet to the Point of Beginning.

**Parcel VIII:**

Part of Block 18, TALBERT'S ADDITION to the Town of Marshfield, and part of the Southeast one-quarter of the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at an iron pipe set in the ground one rod, more or less, West of the Northeast corner of said Block 18 at a point where the West line of the Samuel L. Campbell Donation Land Claim, if extended North, would intersect the North line of said Block 18; thence from said beginning point South 20.77 feet, more or less, to the Northwest corner of the Samuel L. Campbell Donation Land Claim; thence continue Southerly on the West line of said Campbell Donation Land Claim 114.00 feet to the Southeast corner of that certain tract of land conveyed to M.J. Burke and Josephine Burke, his wife by deed recorded November 10, 1925 in Book 180, Page 429; thence Westerly on the Southerly line of said Burke land 85.00 feet to a point; thence North 142.10 feet; to the North line of said Block 18; thence East on the North line of said Block 18 a distance of 85.00 feet, more or less, to the Point of Beginning.

**Parcel IX:**

A tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point 114 feet South of the point where the Northeast corner of the Samuel E. Stearns Homestead Land Claim intersects the Southeasterly boundary line of the William T. Matlock Donation Land Claim in said Section 9, Township 2 South, Range 2 East; thence West 197 feet to the Northwest corner of that tract conveyed to School District No. 64 by deed recorded May 26, 1948 in Book 406, Page 734, Deed Records and the true Point of Beginning; thence South, along the West line of said School District tract, 360.68 feet to the Southwest corner of said School District tract; thence West, along an extension of the South line of said School District tract to its intersection with the East line of a tract conveyed to Joseph R. Gately, et al, by Deed recorded January 6, 1950 in Book 427, Page 169, Deed Records, being 201.58 feet; thence North 0° 09' East, along the East line of said Gately tract, to the Northeast corner thereof; thence North 67° 45' East, along the Southeasterly boundary of the William T. Matlock Claim line, to its intersection with the prolongation of the North line of the aforementioned School District No. 64 Tract 84.85 feet; thence East 122.2 feet to the true Point of Beginning.

**Parcel X:**

A tract of land being a portion of government Lot 4 in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows:

Beginning at a point 334.00 feet South of a point where the Northeast corner of the Samuel E. Stearns Homestead Land Claim intersects the Southeasterly boundary line of the William T. Matlock Donation Land Claim in said Section 9, Township 2 South, Range 2 East, said Point of Beginning being also a Southeast corner of a tract of land conveyed to School District No. 64 Clackamas County, Oregon, by deed recorded May 2, 1939 in Book 257, Page 572, records of Clackamas County, Oregon; thence from said beginning point run South, tracing the East line of said Stearns Homestead, 153.50 feet to a point that is 229.81 feet East of the Southeast corner of Lot 2, Block 12, TALBERT'S ADDITION to the town of Marshfield; thence West 196.65 feet; thence North, parallel with the East line of said Stearns Homestead, 357.86 feet to a point in the Southerly boundary of that certain tract of land recorded in Book 180, Page 229, Deed Records; thence tracing the said Southerly boundary North 85° 27' East 112.00 feet to the Northeast corner of the said land described in Book 257, Page 572; thence South, along the West line of said land in Book 257, Page 572, 220.00 feet to the Southeast corner thereof; thence East 85.00 feet to the Point of Beginning.

**Parcel XI:**

A tract located in the Northwest one-quarter of Section 9, Township 2 South, Range 2 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, described as follows: beginning at a point 114 feet South of the point where the Northeast corner of the Samuel E. Stearns Homestead Land Claim intersects the Southeasterly boundary line of the William T. Matlock Donation Land Claim in said Section 9, Township 2 South, Range 2 East; thence West 85 feet; thence South 220 feet; thence East 85 feet; thence North 220 feet to the Point of Beginning. Note: this legal description was created prior to January 1, 2008.

## EXHIBIT B Premises Description & Map

The portion of the County's Property subject to this Lease is more particularly described as:

An area of land approximately 167,000 square feet located at the intersection of 92nd Ave and Tolbert St. at the site of the former Clackamas Elementary school, further depicted in the map below.

