



AGENDA COVER MEMO

Memorandum Date: July 29, 2025

Order Date: August 12, 2025

TO: Board of County Commissioners

DEPARTMENT: County Administration - Operations

PRESENTED BY: Kellie Hancock, Property Management Officer

AGENDA ITEM TITLE: ORDER/In the Matter of Authorizing the County Administrator to Sign a Lease Agreement with Carry It Forward for the Real Property at 525 N Highway 99 in Eugene, Oregon.

I. MOTION

Move to authorize the County Administrator to sign a Lease Agreement with Carry It Forward for the real property at 525 N Highway 99 in Eugene, Oregon.

II. AGENDA ITEM SUMMARY

Lane County and Carry It Forward entered into a Lease Agreement dated December 13, 2019, for the property at 525 N Highway 99 in Eugene, Oregon. The Lease has since been amended twice resulting in a tenancy expiring on July 31, 2025. A new Lease Agreement has been prepared for Carry It Forward for one year plus options to renew.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

This parcel consists of approximately 0.67 acres of land and a dilapidated office building built in 1964. The original lease restricts occupancy of the building. The zoning is C2 (Commercial). The market value of this property is \$882,890 per the Lane County Assessor's 2024 tax roll.

B. Policy Issues

Lane Manual 20 requires Board approval for a Lease extending the Lease expiration more than three (3) years beyond the original commencement date.

C. Board Goals

Extending this Lease for our non-profit partner, Carry It Forward, contributes to the Strategic Priority #2, Vibrant Communities.

D. Financial and/or Resource Considerations

The property being leased was acquired through tax foreclosure. The new Lease Amendment increases rent from \$1/year to \$12/year.

E. Health Implications

None.

F. Analysis

Lane County acquired a property on Highway 99N through tax foreclosure. Carry It Forward, a partnering non-profit, has been leasing the property for the benefit of providing shelter to those in need, and education for RV owners with mechanical difficulties. Carry It Forward has been a responsible steward of the property by working with the City of Eugene to improve the parcel with utility service. Outdoor lighting and plumbing have been completed. Signing a new Lease for another year aligns with funding for the program.

G. Alternatives/Options

The following options are available to the Board:

1. Authorize the County Administrator to sign the Lease Agreement as written.
2. Reject the Lease as written and advise staff of different terms for a new Lease.
3. Reject the Lease request and require Carry It Forward to move from the property.

IV. RECOMMENDATION

Staff recommends Option 1 above.

V. TIMING/IMPLEMENTATION

Immediate.

VI. FOLLOW-UP

None.

VII. ATTACHMENTS

Board Order

Lease Agreement

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

IN THE MATTER OF AUTHORIZING THE
COUNTY ADMISTRATOR TO SIGN AN
EXTENSION TO THE LEASE
AGREEMENT WITH CARRY IT
FORWARD FOR THE REAL PROPERTY
AT 525 N HIGHWAY 99 IN EUGENE,
OREGON

WHEREAS, Lane County entered into a Lease Agreement with Carry It Forward for the property located at 525 N Highway 99 in Eugene, Oregon, on December 13, 2019; and

WHEREAS, the Lease was amended twice to extend the tenancy to July 31, 2025; and

WHEREAS, Carry It Forward has requested a new Lease to extend tenancy to July 31, 2026; and

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

1. The County Administrator is authorized to sign the Lease Agreement with Carry It Forward for the property at 525 N Highway 99 in Eugene, Oregon.

ADOPTED this ____ day of _____, 2025.

David Loveall, Chair
Lane County Board of Commissioners

LEASE AGREEMENT

This LEASE is made by and between Lane County, a political subdivision of the State of Oregon, acting by and through its Department of Property Management (**Lessor**) and Carry It Forward, an Oregon nonprofit corporation (**Lessee**), together the Parties.

RECITALS

- A. Parties entered into a Lease for the below described property effective December 13, 2019, Lane County contract key ID number 54938.
- B. Parties extended the Lease twice for a tenancy through July 31, 2025.
- C. Parties wish to extend tenancy with a new lease.

Contact persons for the Parties, changeable with notice to the other party, are as follows:

Parties:

LESSOR: Lane County

Attn: Property Management
125 E 8th Ave
Eugene, OR 97401
Phone: 541-682-3859
Email: kellie.j.hancock@lanecountyor.gov

LESSEE: Carry It Forward

PO Box 50121
Eugene, OR 97405
Phone: 541-517-9723
Email: kris@carryitforward.net

Lessor hereby leases to Lessee and Lessee takes from Lessor the property located at 525 N Highway 99 (**Property**) together with any appurtenances thereto, as depicted on attached Exhibit A.

1. **Initial Term:** The original term of this Lease shall commence 8/1/2025 and continue through 7/31/2026. Any subsequent Terms of this Lease shall be governed by Section 3 Option to Extend Term.
2. **Rent:** The monthly Rent shall be one dollar (\$1). Lessee shall pay Rent in advance by the first day of each month for the next month or partial month. The Rent for any partial month shall be prorated on a per diem basis. The first Rent payment is payable to Lessor when Lessee signs this Agreement. Rent will be paid to Lessor's address provided herein (or to such other places as directed by Lessor) by mail or in person by one of the following methods: check, cashier's check, or money order.
3. **Option to Extend Term:** If Lessee is not in default, Lessee shall have four (4) options to extend the lease for consecutive terms of one (1) year each. Each additional term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the additional term option shall be delivered to Lessor in writing not less than one hundred twenty (120) days prior to the expiration of the then current term. Unless otherwise agreed in writing, if such notice is given, all terms and conditions of this Lease, other than the rent, shall apply during the additional term.
4. **Use of Property:** Lessee may use the Property for social service work and other lawful purposes.
 - 4.1 The building located on the Property may be used for office space but not shelter.
 - 4.2 Lessee must receive all applicable approvals from the City of Eugene prior to occupying the building on the Property. Tenant shall be responsible for all costs associated with preparing the building for occupancy.
 - 4.3 Lessee agrees to not make unlawful, improper, or offensive use of Property.
 - 4.4 Lessee shall prohibit smoking, vaping, and the use of any kind of tobacco products in all interior spaces of the Property per DHS|OHA Policy 060-041 "Tobacco Free Campus Policy."

4.5 Lessee agrees to comply with all laws, ordinances, regulations, and orders of all public authorities having jurisdiction relating to the Property and to the use thereof by Lessee.

5. Improvements and Alterations:

5.1 Lessee accepts the Property "AS IS." Lessor has not undertaken any obligation to make nor agreed to make any alteration or improvement to the Property during the term of this Lease.

5.2 Lessee shall not make any structural improvements or alterations to the Property without prior written approval from Lessor.

5.3 Lessee agrees to return Property at end of Lease term to condition similar to or improved from condition of Property from beginning of Lease term.

6. Maintenance and Repair of Property:

6.1 Lessor shall not be responsible for any costs related to Property.

6.2 Lessee shall perform at Lessee's sole cost and expense, all necessary maintenance and repairs occurring at the Property. Lessee is required at Lessee's sole expense, to take reasonable steps to maintain the Property in a manner to prevent further deterioration.

6.3 To the extent that Lessee alters, constructs, or improves any portion of the Property, Lessee shall, at Lessee's sole expense, maintain and repair the improve, constructed, or altered portions of the Property in the improved state.

6.4 Lessee shall take no action which would cause additional potential environmental contamination to the Property. If Lessee causes such contamination Lessee shall be fully responsible for the cost of any clean-up or remediation as a result of Tenant's conduct.

6.5 Lessee shall be responsible for maintaining and repairing the fencing that Lessor has installed. The fencing is property of the Lessor and will remain on the Property at the termination of this Lease. Lessee will keep the fence clear of all vegetation and ensure personal property is kept a safe distance from the fence.

6.6 Lessee shall be responsible for repair of damage to any portion of the Property due to Lessor's actions, activities, or otherwise caused by Lessee or Lessee's invitees, licensees, or trespassers.

6.7 The property may be inspected on a quarterly basis by the Lane County Property Management Office, or as often as Lessor deems necessary in its sole discretion. Lessor shall provide Lessee with a written inspection report of any property deficiencies at time of inspection if the Property Management Office determines that Lessee has failed to maintain the Property in accordance with above requirements. Lessee agrees to remedy any such property deficiencies at Lessee's sole cost and expense within ten (10) business days of such notice. Lessor, after written notification to Lessee, may contract for necessary labor, equipment, and material to perform the maintenance and may invoice Lessee for such costs, and Lessee agrees to pay Lessor the full invoice amount within thirty (30) days from the date of the invoice. Lessee's failure to remedy any deficiencies or to remit payment for repairs by Lessor shall be deemed a material breach of the Lease Agreement subject to the remedies found in Section 13 Default.

6.8 Lessee understands and agrees that Lessee and anyone acting on Lessee's behalf does not have the right to file for mechanic's liens or any other kind of liens on the Property. Lessee agrees to give written advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens are invalid. Lessee further agrees to take the additional steps necessary to keep the Property free of any and all liens that may result from construction completed by or for Lessee.

6.9 The parties agree to use environmentally friendly cleaning products and shall follow all manufacturer instructions. The parties acknowledge that energy conservation to the extent feasible is in the best interest to both parties and agree to make best efforts to contribute toward gaining energy efficiency wherever possible.

6.10 Lessee shall take good care of the Property and at the expiration of the term surrender the Property in as good condition or better as at the commencement of this Lease, excepting only reasonable and expected wear and tear, permitted alterations, and damage by fire or other casualty.

6.11 Lessee shall have the right to remove any furniture and movable personal property used by Lessee in the conduct of business on the Property promptly prior to the expiration or termination of this Lease Agreement. If Lessee fails to do so the remaining personal property will be subject to disposition pursuant to ORS 90.425.

7. Services and Utilities:

7.1 Lessor will pay charges for the following utilities or services: None

7.2 Lessee will pay charges for the following utilities or services: All

- 8. Insurance:** Throughout the Lease term, Lessee shall keep personal property, installed improvements, and fixtures insured against loss by fire and other hazards covered by a standard form of insurance policy. Lessee understands and agrees that failure to maintain sufficient insurance policies for the entire term of the Agreement shall constitute material breach and will be subject to the remedies in Section 13 Default. This provision is subject to approval by Lane County Risk Management for appropriate levels of insurance.
- 9. Casualty Damage:** Lessee shall promptly notify Lessor or the Lane County Property Management Office of any damage to the Property or the extent it knows of damage to the Property. Lessee agrees to fully cooperate with Lessor for any and all damages to the property. In the event the Property or any substantial part of the building is wholly or partially damaged, Lessor will proceed promptly to repair or restore the Property unless, in Lessor's sole judgment, such damage or destruction is incapable of repair or restoration within one hundred eighty (180) days. Lessor may, in Lessor's sole judgment and option by written notice to Lessee within sixty (60) days after such damage or destruction, declare this Lease terminated as of the happening of such damage or destruction without further recourse to either party. To the extent after fire or other casualty that Lessee shall be deprived of use and occupancy of the Property or any portion thereof as a result of such damage, destruction, or repair thereof, Lessee shall be relieved of the same ratable portion of the monthly rent and other charges due under this lease as the amount of damaged or useless space in the Property bears to the rentable square footage of the Property until such time as the Property are restored.
- 10. Assignment and Subletting:** Lessee will not assign its interest under the Lease nor lease all or any portion of the Property without first obtaining Lessor's prior written consent. Any assignment or sublease without such consent is void. No assignment or sublease will release Lessee from its obligations under this Lease.
- 11. Right of Entry:** Lessor or its agents may enter the Property at reasonable times to inspect the Property, to make any alterations, improvements, or repairs or to show the Property to a prospective Lessee or buyer with appropriate written notice. In the event of an emergency, such as severe fire, earthquake, etc., Lessor may enter the Property at any time. Except in cases of emergency, Lessor shall provide Lessee with at least 24 hours' written notice, as provided in Section 14 below, of the date, time, and purpose of any intended entry to the Property.
- 12. DISPUTES**
- 12.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Lease. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or another cooperative dispute resolution process.
- 12.2 Choice of Law, Venue, and Jurisdiction.** All matters in dispute between the parties to this Lease arising from or relating to the Lease, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Lease will be decided by the state or federal courts of Oregon, LESSEE HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS, WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.
- 12.3 Attorney Fees.** In the event an action, suit, proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding, or appeal.
- 13. Default:** Neither party shall be in default under this Lease until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of a payment or for thirty (30) days in the case of other obligations. If the obligations cannot be performed within the thirty (30) day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete the performance. In case of a default, the nondefaulting party may terminate this Lease with thirty (30) days prior written notice to the defaulting party, and they shall be entitled to recover damages or any other remedy provided by applicable law. In the case of a default by Lessee, Lessor retains the right to terminate the Lease, remove Lessee from the Property and retake possession of the Property.

14. **Notices:** Notices between the parties shall be in writing, effective when personally delivered to the address for such party specified herein under "Parties" on Page 1; if emailed or faxed, effective the day sent (unless sent after 5:00 p.m. P.T. in which case the email or fax shall be deemed sent the following business day); or if mailed, effective seventy-two (72) hours following mailing to the address for such party specified herein under "parties" on Page 1, or such other address as either party may specify by notice to the other.
15. **Taxes:** Unless exempt under ORS 307.120, or another Oregon law, or Federal law, Lessee hereby agrees to pay any and all real and personal property taxes assessed to the Property or contents of same by Lane County Assessment and Taxation and any other taxing authority. Lessee acknowledges that it is solely Lessee's responsibility to apply for any tax-exempt status.
16. **Holdover:** Failure by Lessee to vacate the Property at the time specified in this Lease shall not constitute a renewal or extension or give Lessee any rights in or to the Property or any improvements. Upon such a holdover, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the failure or delay of Lessee to timely surrender the Property including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to so surrender.
17. **Termination:** Either party may terminate this Lease with not less than sixty (60) days prior written notice to the other party. Termination of the Lease does not remove or relieve either party of any holdover provisions that may exist within this Agreement.

LESSEE:

CARRY IT FORWARD

Signature: Kris McAlister

By: Kris McAlister

Title: CEO

Date: _____

Carry It Forward
PO Box 50121
Eugene, OR 97405

Tax ID No.: 81-2318933

LESSOR:

LANE COUNTY

Signature: _____

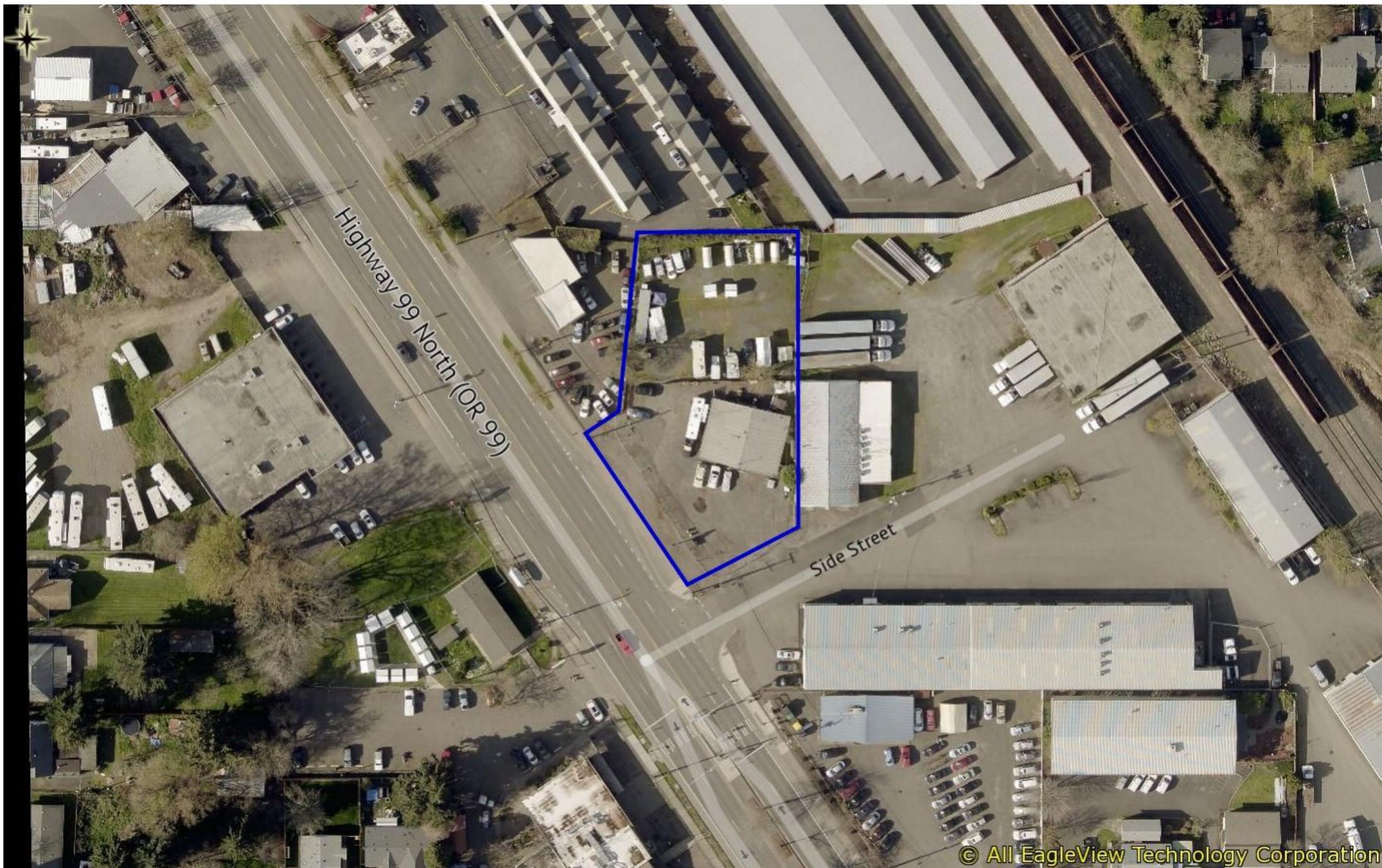
By: Steve Mokrohisky

Title: County Administrator

Date: _____

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

Exhibit A to Lease - Leased Property



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04/14/2023