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**AMENDMENT NO. 1 TO
LEASE AGREEMENT
Yamhill County/Catholic Community Services
(Rainbow Lodge)**

THIS AMENDMENT NO. 1 (Amendment #1) is made the last date set forth adjacent to the signatures of the parties below, by and between Yamhill County, a political subdivision of the State of Oregon acting by and through its Board of Commissioners ("County") and Catholic Community Services Foundation, an Oregon nonprofit corporation located at 3737 Portland Rd. Salem, Oregon 97301 Tax ID #73-0388917 ("CCS").

RECITALS

- A. County and CCS are parties to that certain Lease Agreement dated April 23, 2008 whereby CCS leases the Property as defined in the Lease Agreement. The Lease Agreement is memorialized in County records as Board Order 08-238 (the "Underlying Agreement").
- B. CCS has asked County for permission to demolish the existing old school building located on the Property and County is willing to grant such permission.
- C. County and CCS now desire to modify the Underlying Agreement upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Section Nine of the Underlying Agreement is hereby amended to include the following subsection d.; the balance of Section 9 remains unchanged:

"d. Demolition of Existing Old School Building; Salvage Rights; **Indemnification.** County hereby grants permission to CCS to demolish the old existing school building located on the Property. CCS is responsible, at its own cost and expense, for the entire demolition and off-site disposal of the existing old school building located on the Property. CCS will retain salvage rights to any materials removed from the Property as a result of the demolition. **CCS further agrees to indemnify, hold harmless, save and defend County, its officers, agents and employees against any and all claims, suits, actions, damages, costs, losses, fees, expenses or judgments resulting from, arising out of or connected with any injury to persons or property arising out of or related to this demolition.**"

- 2. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and CCS enforceable according to the terms thereof.

- 4. Authority. County and CCS and each of the persons executing this Amendment #1 on behalf of County and CCS hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

5. **Binding Effect.** All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
6. **Counterparts.** This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.
7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the dates set forth adjacent to their signatures below.

**CATHOLIC COMMUNITY SERVICES
FOUNDATION**

James T. Szymon
By: _____
Title: Ex. Dir.
Date: 07/13/15

SS# /Tax ID#: 93-0388917

APPROVED AS TO FORM:

By: Chit Bond
CHRISTIAN BOENISCH, County Counsel

YAMHILL COUNTY, OREGON

Allen Springer
ALLEN SPRINGER, Chair
Board of Commissioners
Date: 7-23-15

C. Viller
LAURA TSCHABOLD, County Administrator
Date: 7/23/15

Accepted by Yamhill County
Board of Commissioners on
7.23.15 by Board Order
15-265