

## Lucy Flores Mendez

B.O. 16-253

**From:** Silas Halloran-Steiner  
**Sent:** Friday, June 17, 2016 4:05 PM  
**To:** Mary Starrett; Laura Tschabold  
**Cc:** Keri Hinton; Lucy Flores Mendez; Terry Malay; Christina Malae; Emily Piper; Christian Boenisch  
**Subject:** Board Consideration: Haworth lease amendment  
**Attachments:** Haworth lease Amend 1.docx

Hi Mary and Laura,

Attached is an amendment to our lease agreement with Troy and Dana Haworth adjusting the monthly rent amount effective July 1, 2016. The adjustments are based on approval of the property tax exemption and construction of an office and result in a total reduction of the monthly rent amount from \$5,500 to \$5,257. The amount for the lease agreement is included in our 2016-2017 Health and Human Services Adopted budget.

This lease agreement increases the number of housing units available for transitional housing for persons with significant mental health challenges. Lastly, I will determine and add the office construction completion date when I meet with Troy next Wednesday, but I wanted to get a draft copy of the amendment onto next week's Board Agenda.

I recommend the Board approve this amendment as written with the planned addition of the completion date. Please let me know if you have any questions.

Lucy/Keri, please place this on the next Board Agenda for approval. Suggested Board Agenda language:

"Approve an amendment to the lease agreement between Yamhill County Health and Human Services and Troy and Dana Haworth reducing the monthly rent amount to \$5,257 effective July 1, 2016."

Thanks,

Silas Halloran-Steiner  
Director, Yamhill County Health and Human Services Department  
Phone: (503) 434-7523  
Cell: (503) 435-7572  
Fax: (503) 434-9846  
627 NE Evans  
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public's physical, emotional and social well-being through services, prevention, education, and partnerships.

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**FIRST AMENDMENT TO LEASE AGREEMENT**  
**Troy and Dana Haworth / Yamhill County**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment #1") is made effective July 1, 2016, or the last day set forth adjacent to the signatures of the parties below, whichever is later, between Troy and Dana Haworth ("LANDLORD") and Yamhill County, a political subdivision of the State of Oregon acting by and through Yamhill County Health and Human Services ("TENANT") for TENANT to lease real property and related improvements located in McMinnville, Oregon for the housing of individuals and families with mental health and/or substance use disorders by the TENANT.

**RECITALS:**

A. TENANT and LANDLORD are parties to that certain lease agreement dated as of June 25, 2015 (the "Lease Agreement"), pursuant to which TENANT leases real property and related improvements located in McMinnville, Oregon from LANDLORD for the housing of individuals and families with mental health and/or substance use disorders.

B. LANDLORD and TENANT now desire to amend the Lease Agreement upon the terms and conditions as more particularly set forth herein below.

C. Capitalized terms not defined herein shall have the meanings attributed to such terms in the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, LANDLORD and TENANT, intending legally to be bound, hereby agree as follows:

1. Section 1.4 of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

"Effective July 1, 2016, Monthly Rent shall be reduced from \$5,500.00 per month to \$5,257.00 per month. This revised amount reflects an overall reduction in Monthly Rent due to the exemption of the Property from property taxes, offset in part by a temporary increase in Monthly Rent for additional construction. The total amount of the Property tax exemption equals \$708.00 per month. This amount is partially offset by a temporary increase in Monthly Rent of \$465 per month, effective July 1, 2016 through the end of the initial Lease Term, June 30, 2020, to pay for the construction of an office to include installation of stairs, landing and exterior door to be completed by 7/31/16. On July 1, 2017 and on each July 1 thereafter while this Lease Agreement is in effect, the Monthly Rent shall be increased by two percent (2%). Notwithstanding the above, on July 1, 2020, the Monthly Rent shall be reduced by \$465.00 per month.

2. The balance of the Lease Agreement remains unchanged.

3. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Lease Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease Agreement not expressly modified

herein are hereby confirmed and ratified and remain in full force and effect, and, as further amended hereby, constitute valid and binding obligations of the parties enforceable according to the terms thereof.

4. Authority. TENANT and LANDLORD and each of the persons executing this Amendment #1 on behalf of TENANT and LANDLORD 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.

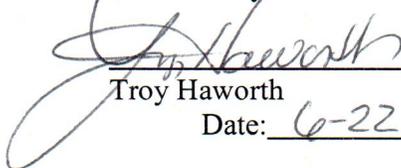
6. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

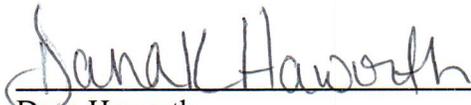
7. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this Amendment #1 in duplicate, each of which shall be deemed an original on the date executed by all parties.

DONE the last date set forth adjacent to the signatures of the parties below.

**LANDLORD: Troy and Dana Haworth**

  
Troy Haworth  
Date: 6-22-16

  
Dana Haworth  
Date: 6-22-16

Taxpayer Identification Number:  
on file

on file

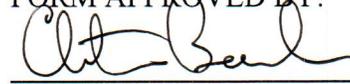
**TENANT: Yamhill County, a political subdivision of the State of Oregon.**

  
MARY STARRETT, Chair  
Board of Commissioners

Date: 6/23/16

Accepted by Yamhill County  
Board of Commissioners on  
6-23-16 by Board Order  
# 16-253

FORM APPROVED BY:

  
CHRISTIAN BOENISCH  
County Counsel

Date: 6/23/16