

**STATE OF OREGON
INTERGOVERNMENTAL LEASE AMENDMENT**

THIS LEASE AMENDMENT, dated May 23rd, 2017, is made by and between YAMHILL COUNTY, a political subdivision of the State of Oregon (Lessor) and the STATE OF OREGON, acting by and through its Oregon Youth Authority (Lessee).

Lessor and Lessee are parties to a Lease dated May 13, 2009, as amended on May 5 2011, September 27, 2012, and July 15, 2014 (herein referred to as the Lease), covering Premises described as approximately 312 rentable square feet of office space located in the basement floor of the Yamhill County Courthouse building located at 535 NE Fifth Street, McMinnville, Yamhill County, Oregon 97128.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended as follows, effective as of **July 1, 2017**, unless otherwise specified below:

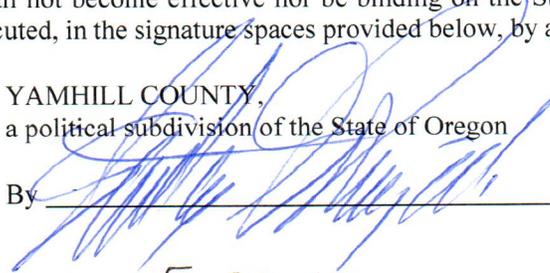
1. **Term.** Section 2 of the Lease, as previously amended, is hereby amended as follows:
 2. **Term.** The term of this Lease is hereby extended for a period of **four (4) years** commencing on **July 1, 2017**, and continuing through **June 30, 2021**.
2. **Rent.** Section 3 of the Lease, as previously amended, is hereby amended as follows:
 3. **Rent.** The monthly Base Rent for the July 1, 2017 – June 30, 2021 extension period shall be **\$775.00** per month.
3. **Option to Extend.** Section 4 of the Lease is hereby replaced in its entirety with the following:
 4. **Option to Extend.** If Lessee is not in default, Lessee shall have the option to extend this Lease for three (3) additional extension terms of two (2) years each. Each extension term shall commence on the day following the expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than ninety (90) 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 extension term. Rent for the extension terms shall be negotiated with the goal of establishing a mutually agreed fair market rate. In the event the parties are unable to agree on a fair market rental rate for the extension term this Lease may be cancelled with no further obligation to the other. In the event the Lease is cancelled pursuant to the provisions of the previous sentence, the termination date for the then current term shall be the later of i) the natural expiration of such term or ii) a date six (6) months after written notice is given by either party to the other that a fair market rental rate for the option term cannot be agreed upon. If the natural expiration of the then current term is extended pursuant to sub clause (ii) of the previous sentence, the rental rate for the extended term period shall not be increased during such extended period.

Except as expressly amended hereby, all other terms and conditions of the Lease shall remain in full force and effect.

[remainder of page intentionally left blank]

This Lease Amendment shall not become effective nor be binding on the State of Oregon or the Lessee agency until it has been executed, in the signature spaces provided below, by all parties to the Amendment.

LESSOR: YAMHILL COUNTY,
a political subdivision of the State of Oregon

By 

Date 5-23-17

LESSEE: STATE OF OREGON, acting by and through its
Oregon Youth Authority

By _____

Date _____

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services

By _____
Real Estate Services

Date _____

2096 OYA McMinnville-535 Fifth St-Intergov Lease Amendment
04/24/17 Coz
#8230326v2

Accepted by Yamhill County
Board of Commissioners on
5-23-17 by Board Order
17-171

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LESSOR: YAMHILL COUNTY,
a political subdivision of the State of Oregon
By: [Signature]
Date: 5-23-17

LESSEE: STATE OF OREGON, acting by and through its
Oregon Youth Authority
By: [Signature]
Date: 6/6/17

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services
By: [Signature]
Real Estate Services
Date: 6/7/2017

2096 OYA McMinnville-535 Fifth St-Intergov Lease Amendment
04/24/17 Coz
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