

**FIRST AMENDMENT TO LEASE AGREEMENT
(Yamhill County/Mark Bierly)**

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Lease Amendment #1") is made effective November 30, 2021, between Yamhill County, a political subdivision of the State of Oregon acting by and through its Department of Health and Human Services ("Lessor") and Mark Bierly, Attorney at Law, ("Lessee").

RECITALS:

A. Lessor and Lessee are parties to that certain lease agreement dated as of December 1, 2016 (the "Lease"), pursuant to which Lessor leases to Lessee a portion of the building located at NE Sixth and Davis Streets, McMinnville, Oregon, consisting of approximately 2,383 square feet. The Lease is memorialized in Yamhill County records as Board Order 16-479.

B. Lessee exercised the conditional option to renew the Lease for two additional one-year terms.

C. Lessor and Lessee now desire to further amend and extend the Lease upon the terms and conditions as more particularly set forth herein below.

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

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, Lessor and Lessee, intending legally to be bound, hereby agree as follows:

1. Section 2 of the Lease is hereby amended to extend the term of the Lease through November 30, 2022 ("Extended Term"), and to grant to Lessee a conditional option to renew the Lease for two additional one-year terms, following expiration of the Extended Term of this Lease. To exercise the additional one-year terms Lessee must give Lessor written notice of the intention to do so at least ninety (90) days prior to the expiration of the Extended Term or the first additional one-year term.

2. Section 3 of the Lease is hereby amended as follows: Lessee shall pay to Lessor as rent the amount of One Thousand Nine Hundred Thirty-two Dollars and 15/100 (\$1,932.15) per month effective December 1, 2021. Rent shall be payable on the first day of installment period in advance at such place as may be designated by Lessor. Payment shall be made to: Yamhill County, ATTN: Lindsey Manfrin, HHS Director, 627 NE Evans, McMinnville, OR 97128.

The above listed rent will increase on the first day of each additional one-year term exercised by Lessee beyond the Extended Term by two percent (2%).

3. The balance of the Lease remains unchanged.

4. Ratification. Except as otherwise expressly modified by the terms of this Lease Amendment #1, the Lease shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Lease 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 Lessee enforceable according to the terms thereof.

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

6. Binding Effect. All of the covenants contained in this Lease 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.

7. Counterparts. This Lease 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 Lease Amendment #1.

8. Recitals. The foregoing recitals are intended to be a material part of this Lease 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 Lease 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.

LESSEE

By: Mark Bierly
(signature)
Date: 11-12-21

Mark Bierly
(printed name)

Tax ID No.: on file

YAMHILL COUNTY, LESSOR

Mary Starrett
MARY STARRETT, Chair
Board of Commissioners
Date: 11/22/21

Lindsey Manfrin
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: _____

FORM APPROVED BY:
Christian Boenisch
CHRISTIAN BOENISCH
County Counsel
Date: 11/29/21