

AMENDMENT No. 2 TO LEASE AGREEMENT Yamhill County/Mark Bierly

THIS AMENDMENT is made and entered into this 1st day of November, 2024, by and between the 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”) (collectively, the “Parties”).

WHEREAS, The Parties executed a lease agreement on December 1, 2016, pursuant to Board Order No. 16-479 for a portion of the building located at NE Sixth and Davis Streets, McMinnville Oregon, consisting of approximately 2,383 square feet (the “Lease”); and

WHEREAS, The Parties previously amended the Contract on November 12, 2021, pursuant to Board Order No. 21-471 to adjust the rate and extend the term of the lease; and

WHEREAS, The Parties now wish to amend the Contract to adjust the rate and extend the term of the lease; and now, therefore

THE PARTIES hereby agree to amend the Contract as follows (new language is indicated by underlined font and deleted language is indicated by strike-out font):

1. The section entitled “Section 2” is amended to read as follows:

Section 2 of the Lease is hereby amended to extend the term of the Lease through November 30, ~~2022~~ 2025 (“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. The section entitled “Section 3” is amended to read as follows:

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)~~ Two Thousand Fifty Dollars and 42/100 (\$2,050.42) per month effective December 1, ~~2021~~ 2024. 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%).

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. The Contractor certifies that the representations, warranties, and certifications contained in the original contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment No. 2 on the date indicated by their duly authorized officials.

LESSEE

By: Mark F. Bierly
(signature)
Date: 10-16-24

Mark F. Bierly
(printed name)

Owner
(title)

YAMHILL COUNTY, LESSOR

Signed by:
Lindsay Berschauer
1E3542C8E2074B7
LINDSAY BERSHCAUER, Chair
Board of Commissioners
Date: 11/1/2024

Signed by:
Lindsey Manfrin
FEB18FF1C3564C2
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 11/5/2024

FORM APPROVED BY:

DocuSigned by:
Christian Boenisch
42D9EF9444634DC
CHRISTIAN BOENISCH
County Counsel
Date: 11/4/2024

**Approved by the BOC on:10/31/24
via Board Order No.:24-323**