

**AMENDMENT #1 TO
LEASE AGREEMENT**

THIS AMENDMENT NO. 1 (“Amendment #1”) shall be made effective as of the last date set forth adjacent to the signatures of the parties below, between the **GARY T. BAKER REVOCABLE TRUST, GARY T. BAKER TRUSTEE, successor in interest to HARDROCK ENTERPRISES, LLP** (“Lessor”) and **YAMHILL COUNTY**, a political subdivision of the State of Oregon (“Lessee”) (collectively referred to herein as the parties).

RECITALS:

WHEREAS, Lessee entered into that certain lease, dated April 21, 2000, and memorialized in Yamhill County records as Board Order 00-283 (the “Lease”), pursuant to which Lessee leased certain real property then owned by HARDROCK ENTERPRISES, LLP, for a portion of the Yamhill County park known as Rogers Landing Park (the “Property”), as further described in the Lease; and

WHEREAS, unbeknownst to Lessee, on March 12, 2020, HARDROCK ENTERPRISES, LLP, transferred all of its rights and interest in the Property to the GARY T. BAKER REVOCABLE TRUST, GARY T. BAKER TRUSTEE (“Trust”).

WHEREAS, Lessee and the Trust, as successor in interest to HARDROCK ENTERPRISES, LLP and as Lessor, now desire to modify the Lease upon the terms and conditions as set forth herein; and NOW, THEREFORE

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Section 2 of the Lease is hereby amended to include the following language:
“2 **TERM:** The term of this Lease is hereby extended through June 30, 2050.”
2. Section 3 of the Lease is hereby amended to include the following language:
“3. **OPTION TO RENEW:** Provided that Lessee is not in default in the performance of this Lease, Lessee shall have the option to renew this lease for an additional term of 25 years commencing at the expiration of the extended term.”
3. Section 4 of the Lease is hereby amended to include the following language:
“4. **RENT.** Lessor hereby acknowledges receipt of \$25.00, representing the rent due for the extended 25 year term of this lease.”

- 4. Section 11 of the Lease is hereby amended to replace the prior contact information for Lessor with the following:

“In the case of notice to Lessor:

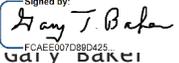
Todd Baker
toddbaker@brrmgt.com
(503) 702-9247”

Except as otherwise expressly modified by the terms of this Amendment #1, all other terms and conditions of the Lease are still in full force and effect. Both parties certify that the representations, warranties and certifications contained in the Lease are true and correct as of the effective date of this Amendment #1 and with the same effect as though made at the time of the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives as of the day and year written below.

Lessor:
Gary Baker Revocable Trust,
Gary Baker Trustee

Lessee:
Yamhill County

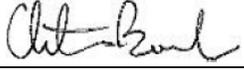
BY:  _____
Print Name: Gary Baker
Title: Trustee

BY:  _____
Print Name: Kit Johnston
Title: Board of Commissioners, Chair

DATE: 3/18/2025

DATE: 04/10/2025

APPROVED AS TO FORM:

BY:  _____
County Counsel

Approved by the Yamhill County Board of
Commissioners on 04/10/2025
via Board Order 25-100