

LEASE AGREEMENT
Housing Authority of Yamhill County / Yamhill County

THIS LEASE AGREEMENT (“Lease Agreement”) is made the last date set forth adjacent to the signatures of the parties below between **Housing Authority of Yamhill County**, an Oregon non-profit public benefit corporation (“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.

Section 1. BASIC LEASE DATA AND EXHIBITS

1.1 **Leased Premises:** The premises consists of five rental units (the "Premises") located at 105-115 SE Irvine Street, McMinnville Oregon, 97128.

1.2 **Parties:** The parties to this Lease Agreement are as follows:

LANDLORD: Housing Authority of Yamhill County
 135 NE Dunn Place
 McMinnville, OR 97128

TENANT: Yamhill County, acting by and through
 Yamhill County Health and Human Services
 Attn: Lindsey Manfrin
 535 E 5th Street
 McMinnville, OR 97128

1.3 **Lease Term; Renewal:**

Initial Term of Lease. The initial term of the Lease is as follows:

- 1 year
- Lease Commencement Date: March 1, 2025
- Lease Expiration Date: February 28, 2026

Subject to Section 2.2, As long as TENANT is not in default under this Lease, LANDLORD grants TENANT the option to extend the Initial Term of Lease for additional periods of one year on the same terms, covenants, and conditions of this Lease. LANDLORD will provide written notice of any new lease terms to TENANT at least 90 days before the expiration of the Initial Term or renewal period then in effect. The Initial Lease Term is effective as of the commencement date written above.

1.4 **Rent:** Rent per unit is as follows, payable in advance not later than the first (1st) of the month (“Monthly Rent” or “Rent”). On the first anniversary of the Initial Lease Term, and on each anniversary thereafter while this Lease Agreement is in effect, the monthly Rent shall be adjusted as follows: The then current rent shall be adjusted in a percentage amount equal to the

percentage change in the Consumer Price Index for all Urban Consumers for West-A, all items (1992-84=100) published by the Bureau of Labor Statistics, as reported for the twelve month period ending January 1 of the same year.

105 SE Irvine St	1 bedroom	\$750 per month
107 SE Irvine St	2 bedroom	\$883 per month
111 SE Irvine St	Studio Unit	\$695 per month
113 SE Irvine St	Studio Unit	\$695 per month
115 SE Irvine St.	1 bedroom	\$750 per month

1.5 **Use: Restrictions on Use:** The Premises will be occupied exclusively by TENANT as housing for individuals and families with mental health and/or substance use disorders. TENANT shall occupy and use the Premises for its clients as a dwelling unit. TENANT shall notify LANDLORD of any anticipated extended absence from the Premises not later than the first day of the extended absence. To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air- conditioning and other facilities and appliances in the Premises.

- a. **Occupancy:** The TENANT has a right to exclusive use and occupancy of the Premises by TENANT and its clients authorized to reside in the dwelling units within the Premises in accordance with the Lease Agreement, including reasonable accommodation of their guests.
- b. **Boarders or Lodgers.** Tenant agrees not to provide accommodations for boarders or lodgers and not to use or permit the use of the Premises, for any purpose other than as private dwelling units, solely for TENANT and its clients.
- c. **Guests:** TENANT agrees not to allow a person or family other than the authorized clients specified in this Lease Agreement, or a series of such persons, from living in the dwelling units within the Premises without the written consent of the LANDLORD. A guest is defined as a person in the leased dwelling unit within Premises with the consent of a household member, and who has a permanent address elsewhere.
- d. **Profit-Making Activity.** TENANT agrees not to pursue any legal commercial activity or other profit-making activity on the Premises without written consent of LANDLORD.

1.6 **Tenant Conduct:** TENANT and its clients shall act so as not to create or permit family, dependents or other persons on the Premises with TENANTS consent to create any disturbance of TENANT’s neighbors' peaceful enjoyment of neighbors' Premises, and will be conducive to maintaining the Premises in a decent safe and sanitary condition, nor engage in any activity in or about the Premises that would constitute an offense against persons, property or public health, pursuant to local or state law. TENANT agrees to refrain from and to cause clients and guests to refrain from destroying, defacing, damaging, or removing any part of the Premises. The TENANT, TENANT's clients, or a guest or other person under the TENANT's control shall not engage in criminal activity that threatens health, safety and peaceful enjoyment of neighbors or LANDLORD employees, including drug-related criminal activity, on or near the Premises, and

such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance.

Section 2. TERM AND TERMINATION

2.1 The Term of this Lease Agreement is set forth in Section 1.4.

2.2 TENANT may terminate this Lease Agreement (i) upon thirty (30) days written notice if LANDLORD fails to fulfill any provision of this Lease Agreement or commits any act in violation of this Lease Agreement, (ii) upon ninety (90) days written notice to LANDLORD in the event that TENANT's federal or state funding should become unavailable, or (iii) upon one hundred eighty (180) days written notice without cause.

2.3 LANDLORD may terminate this Lease Agreement upon thirty (30) days written notice if TENANT fails to fulfill any provision of this Lease Agreement or commits any act in violation of this Lease Agreement. LANDLORD shall provide the following specified periods of advance notice for the stated grounds for discharge:

- a. Thirty days advance notice for termination of nonpayment of Rent.
- b. Not less than 24 hours advance notice if TENANT or any client or guest of TENANT irreparably endangers or threatens to endanger the health or safety of LANDLORD's employees, or other persons lawfully on the Premises; or threatens immediate irreparable damage to any property of LANDLORD, another tenant of LANDLORD, or another person lawfully upon the Premises; or commits any act which is outrageous in the extreme.
- c. 30 days advance notice for all other reasons based on a violation of this Lease Agreement or sale of the Premises by LANDLORD.

Section 3. RENT

3.1 All Rent shall be paid to LANDLORD or LANDLORD's authorized agent at the address indicated in Section 1 or at such other places as may be designated by LANDLORD from time to time. All Rent shall be due and payable on the first of the month. In the event payments are not received on or before the tenth (10th) day of the month TENANT shall pay the additional sum of \$50 per rental unit as a late payment fee.

Section 4. TAXES

4.1 The parties recognize that the Rent under this Lease Agreement has been established based upon LANDLORD's understanding that a property tax exemption may be obtained on the real property that contains the Premises due to TENANT's status as a local government. However, both parties acknowledge and agree that any request for an exemption from ad valorem or any other form of property taxes shall be the sole and exclusive responsibility of LANDLORD. If the real property remains subject to ad valorem or any other form of property

taxes the Rent shall not be changed unless this Lease Agreement is modified by mutual written agreement of both parties. In the event that LANDLORD is able to obtain an exemption from ad valorem or any other form of property taxes and reduce the tax liability on the real property that contains the Premises due to TENANT's status as a local government then LANDLORD agrees to reduce the Rent under this Lease Agreement equal to the amount of the tax exemption.

Section 5. PERMITTED USE

5.1 The Premises are to be used for the operation of those activities described in Section 1 and for no other purpose, without prior written consent of LANDLORD.

Section 6. USES PROHIBITED

6.1 TENANT shall not use any portion of the Premises or property upon which the Premises are located for purposes other than those specified in this Lease Agreement. No use shall be made or permitted to be made upon the Premises, nor acts done which will increase the existing rate of insurance upon the Premises or property upon with the Premises are located, or cause cancellation of insurance policies covering said Premises or property.

6.2 **Dangerous Materials:** TENANT shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of LANDLORD is obtained, and proof of adequate insurance protection is provided by TENANT to LANDLORD.

Section 7. MAINTENANCE AND REPAIRS; ALTERATIONS; IMPROVEMENTS

7.1 LANDLORD, at its expense, shall provide all regular maintenance and repair services upon the Premises. LANDLORD shall maintain and repair all buildings on the Premises, including any and all common areas therein, in a decent, safe and sanitary condition in conformance with applicable codes or regulations materially affecting health and safety and shall make all necessary repairs to the Premises and dwelling units within the Premises with reasonable promptness. LANDLORD's maintenance and repair obligations shall include, but are not limited to, maintaining in good and safe working order all structural, roofing, electrical, plumbing, sanitary, heating, cooling, ventilation and other facilities (including windows and glazing, missing screens and screen or storm doors, except as provided elsewhere herein) and supplied appliances. LANDLORD shall provide all major exterior lawn maintenance and landscape needs, including but not limited to, pruning, bark dust, bushes and shrubs. LANDLORD not less than annually shall perform an inspection and assessment of all exterior lawn maintenance and landscape needs. As provided in Section 7.2, LANDLORD will provide written invoice promptly to TENANT for those certain repairs and replacements needed due to damage caused by TENANT or TENANT's clients, subtenants or guests.

7.2 TENANT, at its expense, shall maintain and keep the assigned yard area in good order and repair, reasonable wear and tear excepted. TENANT agrees to keep all areas of the Premises

clean and free from all accumulation of debris and garbage, to dispose from the Premises and the dwelling units within the Premises all garbage and other waste in a clean and safe manner. TENANT shall notify the LANDLORD promptly of the need for repairs to the Premises or dwelling units within the Premises and notify the LANDLORD of known unsafe conditions in the common areas and grounds which may lead to damage or injury. TENANT agrees to pay reasonable charges (other than for normal wear and tear and as further limited below) for repairs or damages to the Premises or common areas caused by TENANT, its client, sub-tenants or guests. However, unless caused by an act of God, TENANT is responsible for replacement of broken windows, damaged or missing screens and screen or storm doors. Such limited repair charges shall be billed to TENANT by LANDLORD and shall clearly specify the items of damage included, the corrective actions taken and the reasonable cost thereof. TENANT is responsible for any dwelling unit repairs needed from client, sub-tenant or guest use or change over of the dwelling unit. The reasonable charges assessed to the TENANT for the above repairs and damages will be no more than \$50,000 (Fifty Thousand dollars) per instance.

7.3 TENANT shall make no alterations to Premises without the prior, express, and written consent of LANDLORD, which consent shall not unreasonably be withheld.

7.4 All alterations, change, and improvements built, constructed, or placed on the Premises by TENANT, with the exception of fixtures removable without damage to the Premises and movable personal property, shall, unless otherwise provided by written agreement between TENANT and LANDLORD, be the property of LANDLORD and remain on the Premises at the expiration or earlier termination of this Lease Agreement.

Section 8. UTILITIES, APPLIANCES AND COMMON SERVICES

8.1 LANDLORD shall be responsible for providing the following appliances and amenities in each rental unit: full size refrigerator, stove (with cooktop and oven), microwave, garbage disposal, dishwasher, , hot water heater, air conditioner/heater. LANDLORD shall also provide water, sewer and garbage service and a shared washer/dryer for use by TENANT and its clients on the Premises property.

8.2 TENANT agrees to establish account(s) in TENANT's own name for utilities which they furnish. If heat is to be furnished by TENANT, TENANT agrees to maintain sufficient heat to prevent freezing of piped water or mildewing of interior surfaces. TENANT will be charged for any damages resulting from their failure to maintain sufficient heat or to notify the LANDLORD, unless for any cause beyond their control. TENANT shall be responsible for the following utilities and services in connection with the Premises: Electricity, Heating.

Section 9. DAMAGE OR DESTRUCTION

9.1 If the Premises shall be destroyed or rendered untenable, either wholly or in part, by fire or other unavoidable casualty, LANDLORD may, at its option, restore the Premises to its previous condition, and in the meantime the Monthly Rent shall be abated in the same proportion as the untenable portion of the Premises bears to the whole thereof; but unless LANDLORD

within thirty (30) days after the happening of any such casualty, shall notify TENANT of its election to so restore the Premises, this Lease shall thereupon terminate and end.

9.2 If the Premises shall be destroyed or damaged by fire or other casualty insured against under LANDLORD'S fire and extended coverage insurance policy to the extent that more than fifty percent (50%) thereof is rendered untenable, or in case the Premises shall be materially destroyed or damaged by other casualty other than those covered by such insurance policy, notwithstanding that the Premises may be unaffected directly by such destruction or damage, LANDLORD may, at its election, terminate this Lease Agreement by notice in writing to TENANT within sixty (60) days after such destruction or damage. Such notice shall be effective thirty (30) days after receipt thereof by TENANT.

Section 10. ASSIGNMENT AND SUBLETTING

10.1 TENANT shall not assign this Lease Agreement or sublet any portion of the Premises without the prior written consent of the LANDLORD.

Section 11. ORDINANCES AND STATUTES

11.1 TENANT and LANDLORD shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the Premises or the use thereof by TENANT. The commencement or dependency of any state or federal court abatement proceeding affecting the use of the Premises shall be deemed a breach hereof by LANDLORD.

Section 12. ENTRY AND INSPECTION

12.1 TENANT shall permit LANDLORD or LANDLORD's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

12.2 TENANT has inspected the Premises and fixtures (or has had the Premises inspected on behalf of TENANT), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed Rent payments are fair and reasonable. If the condition changes so that, in TENANT's opinion, the habitability and rental value of the Premises are adversely affected, TENANT shall promptly provide reasonable notice to LANDLORD.

Section 13. INDEMNIFICATION

13.1 Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-30.300, and the Oregon Constitution, TENANT shall defend and indemnify LANDLORD and save it harmless from and against any and all liability, damages, costs or expenses, including

Attorneys fees, arising from any act, omission, or negligence of TENANT and sub-tenants, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of TENANT in or about the Premises; provided that the foregoing provision shall not be construed to make TENANT responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence of LANDLORD, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of LANDLORD.

13.2 LANDLORD shall defend and indemnify TENANT and save it harmless from and against any and all liability, damages, costs or expenses, including attorney fees, arising from any act, omission, or negligence of LANDLORD or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of LANDLORD in or about the Premises; provided that the foregoing provision shall not be construed to make LANDLORD responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the sole negligence of TENANT, or of any officer, contractor, licensee, agent, servant, employee, guest, invitee or visitor of TENANT.

Section 14. RISK OF LOSS; INSURANCE

14.1 LANDLORD bears the risk of loss from fire or other casualty to the Premises property and any furnishing or appliances left or located by LANDLORD therein. The TENANT shall bear the risk of certain limited losses as described in Section 7.2 and for the remaining contents of the Premises and any improvements, alterations or fixtures it installs therein.

14.2 LANDLORD shall obtain fire and property damage insurance on the Premises structure but not on TENANT's contents. TENANT shall name LANDLORD as an additional insured under its comprehensive general liability insurance policy. TENANT agrees to obtain workers compensation insurance for all its subject workers working at the Premises. LANDLORD shall be responsible for maintaining insurance for LANDLORD's property stored at the Premises.

Section 15. SURRENDER OF POSSESSION

15.1 Upon expiration of the term of this Lease Agreement, whether by lapse of time or otherwise, TENANT shall promptly and peacefully surrender the Premises to LANDLORD.

Section 16. HOLDOVER

16.1 If TENANT shall, with the written consent of LANDLORD, hold over after the expiration of the term of this Lease Agreement, such tenancy shall be month-to-month. During such tenancy, TENANT agrees to pay LANDLORD the same rate of Rent as the immediately preceding months, unless a different rate shall be agreed upon, and to be bound by all of the terms, covenants, and conditions herein specified, so far as applicable.

Section 17. SUCCESSORS

17.1 All of the covenants, agreement, terms and conditions contained in the Lease Agreement shall apply to and be binding upon LANDLORD and TENANT and their respective heirs, executors, administrators and successors.

Section 18. PETS AND ANIMALS

18.1 TENANT shall not keep or allow any animals or pets on the Premises without the prior written consent of LANDLORD.

Section 19. WAIVER OF RIGHTS TO RELOCATION ASSISTANCE

19.1 TENANT hereby waives its rights to recover any relocation assistance from LANDLORD under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, or other applicable relocation assistance law.

Section 20. ENTIRE AGREEMENT

20.1 The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Section 21. QUIET ENJOYMENT

21.1 LANDLORD covenants that on paying the Rent and performing the covenants contained in this Lease Agreement, TENANT shall peacefully and quietly have, hold and enjoy the Premises for the agreed Term.

Section 22. GOVERNING LAW; JURISDICTION

22.1 It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon and is subject to jurisdiction in the courts of Yamhill County Oregon.

Section 23. ATTORNEY FEES AND COSTS

23.1 In the event that either party to this Lease Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Lease Agreement, each party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 24. HAZARDOUS MATERIALS

24.1 LANDLORD shall indemnify, defend and hold TENANT harmless from and against any and all liabilities, penalties, fines, forfeitures, demands, claims and costs which TENANT may be responsible for as a result of bodily injuries, property damage, contamination or other adverse

effects on the environment, or any violation or alleged violation of any statute, ordinance, order, rule or regulation of a governmental entity or agency to the extent caused by, arising out of, or connected with the presence of any Hazardous Materials on the Premises, which Hazardous Material is on the Premises as a result of the act or omission of someone other than TENANT or TENANT’s assigns, agents, contractors or invitees. As used herein, “Hazardous Material” means any material or substance which may pose a present or future threat to human health or the environment, including Hazardous Waste as that term is used in the Resources Conservation and Recovery Act (42 USC 6901 et seq.)

Section 25. NOTICES

25.1 Any notice required or permitted under this Lease Agreement shall be given when actually delivered or forty-eight hours after deposited in the United States mail as certified mail addressed to the address set forth below or to such other address as may be specified from time to time by either of the parties in writing.

LANDLORD: Housing Authority of Yamhill County
135 NE Dunn Place
McMinnville, OR 97128

TENANT: Yamhill County, acting by and through
Yamhill County Health and Human Services
Attn: Lindsey Manfrin
535 E 5th Street
McMinnville, OR 97128

AND

Yamhill County
Attn: County Counsel
434 NE Evans
McMinnville, OR 97128

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the date written below their names.

DATED this 11 day of December, 2025

LANDLORD:

HOUSING AUTHORITY OF YAMHILL COUNTY



 Signature
 Vickie Ybarguen

 Name (printed)
 Executive Director

 Title
 11/17/25

 Date

TENANT:

YAMHILL COUNTY, OREGON

DocuSigned by:


8E58DDAC84AB478
 KIT JOHNSTON, Chair
 Board of Commissioners
 Date: 12/11/2025

Signed by:


FEB10P11C3504C2...
 LINDSEY MANFRIN, Director
 Health and Human Services Dept.
 Date: 12/16/2025

APPROVED AS TO FORM

DocuSigned by:

 By: _____
42D9EF9444634DC...
 Christian Boenisch
 County Counsel

Approved by the BOC on: 12/11/2025
via Board Order No.: 25-397