

15 MAR -6 A9:29

STATE OF OREGON INTERGOVERNMENTAL OFFICE SPACE LEASE AMENDMENT

THIS LEASE AMENDMENT, dated July 15, 2014, 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 or supplemented by lease amendments dated May 5, 2011, lease extension notice dated September 26, 2012, and lease amendment dated September 27, 2012, (herein referred to as the Lease), covering Premises described as approximately 312 rentable square feet of office space located on the basement floor of the Yamhill County Courthouse, 535 NE Fifth Street, McMinnville, Yamhill County, Oregon 97128,

Lessor and Lessee agree that the Lease shall be amended or supplemented as follows:

- 1. **Term.** The term of Lease is hereby extended for **two (2) years** commencing **July 1, 2015**, and continuing through **June 30, 2017**.
- 2. **Rent.** The monthly Base Rent for the extension period **shall remain at \$819.00 per month**.
- 3. **Default.** **Effective July 1, 2015**, Section 11 of the Lease is hereby deleted in its entirety and replaced with the following:

11. Default. Neither party shall be in default under this Lease until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for fifteen (15) days in the case of a payment or for thirty (30) days in the case of other obligations. If the obligation cannot be performed within the thirty (30) day period, there shall be no default if the responsible party commences a good faith effort to perform the obligation within such period and continues diligently to complete the performance. In case of a default the non-defaulting party may terminate this Lease with thirty (30) days prior written notice to the defaulting party, and it shall be entitled to recover damages or any other remedy provided by applicable law, or it may elect to perform the defaulting party's obligation and recover from the defaulting party the costs plus interest at the legal rate of eight percent (8%) per annum for judgment. If Lessee makes such expenditures as the non-defaulting party, those expenditures plus reasonable administrative costs shall be deducted from the rent.

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

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B.O. 14-511

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 Allen Springs
Date 8-20-14

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

APPROVAL: STATE OF OREGON, acting by and through its
Department of Administrative Services
By [Signature]
Real Estate Services
Date 9/16/14

Approved As To Form
by [Signature]
Christian Boonisch
County Counsel
Yamhill County

DC 4/21/14

Page 2 DAS LEASE CONTROL NUMBER 2096
Lessee Initial & Date [Signature] Lessor Initial & Date _____

Accepted by Yamhill County
Board of Commissioners on
8-21-14 by Board Order
14-511