

## LEASE

THIS LEASE (“Lease”) is made by and between Yamhill County, a political subdivision of the State of Oregon (“Lessor”) and Oregon State University for its Yamhill Extension Service District (“Lessee”). Contact persons for the parties, changeable with notice to the other party, are as follows:

**Parties:** LESSOR: Yamhill County  
2050 NE Lafayette Ave. Suite A  
McMinnville, OR 97128  
ATTN: Joe Moore  
Email: moorej@co.yamhill.or.us

LESSEE: Oregon State University  
On behalf of its Yamhill Extension Service District  
2050 NE Lafayette Ave  
McMinnville, OR 97128  
ATTN: Kelli Watcherson  
Email: kelli.watcherson@oregonstate.edu

With a copy to:

OSU Leasing & Strategic Real Property Management  
850 SW 35<sup>th</sup> Street  
Corvallis, OR 97333  
ATTN: Director  
Email: [realproperty@oregonstate.edu](mailto:realproperty@oregonstate.edu)

Lessor hereby leases to Lessee and Lessee takes from Lessor the Premises together with any appurtenances thereto, described as follows:

**Premises:** Approximately 2,207 square feet of office space located at 2050 NE Lafayette Ave, McMinnville, Oregon 97128 (“Building”) comprising Suite A as shown outlined in yellow in Exhibit A (“Premises”), together with access for ingress and egress.

The terms of this Lease are as follows:

**1. Term.** The original term of this Lease shall commence July 1, 2024 (or “as of the date of the last signature below”) and shall continue through June 30, 2028.

**2. Rent.**

(a) Lessee shall pay Rent in advance in the amount of \$5,834.56 paid quarterly (“Rent”), with the first payment due upon the date of full execution of this Lease, and each subsequent payment due on the date specified in each quarterly invoice issued by the Lessor. Checks shall be made payable to Yamhill County – Facilities and mailed or delivered to 535 NE 5<sup>th</sup> St. McMinnville, OR 97128.

(b) Effective July 1 of each year, beginning July 1, 2025, rent will increase by 2% over the previous year.

(c) The Rent for any partial month shall be prorated on a per diem basis.

**3. Option to Extend.** If Lessee is not in default, Lessee shall have the option to extend this Lease for 5 additional extension terms of 1 year each. The extension term shall commence on the day following the

expiration of the immediately preceding term. Notice exercising the extension option shall be delivered to Lessor in writing not less than sixty (60) days prior to the expiration of the preceding term. If such notice is given, all terms and conditions of this Lease, except as expressly amended, shall apply during the extension term.

**4. Use of Premises; Occupancy.** Lessee may only use the Premises for commercial office purposes, including but not limited to functions related to the conduct of its business, except as may be otherwise allowed under a sublease authorized under this Lease. Lessee's use of the Premises shall be in full compliance with all statutes, ordinances, rules, regulations and laws of governmental authorities applicable to the Premises. Lessee shall not do anything which will create a nuisance or a danger to persons or property. Lessee agrees that the Premises shall be occupied by no more occupants than allowed by the fire marshal.

**5. Parking.** Lessee, its employees, and clientele shall have the non-exclusive right to utilize common parking spaces adjacent to the building, which spaces are highlighted on Exhibit A. Lessee shall also have the same right as other tenants to park in common parking spaces in the parking lot on the North side of the building.

**6. Lessor's Covenants.** Lessor covenants that Lessor has the right to make this Lease and to lease the Premises to Lessee; that possession of the Premises will be delivered to Lessee free of other tenants and of conflicting claims; that the use of the Premises by Lessee for the specific uses set forth in paragraph above titled "Use of Premises" is not in violation of any federal, state or local statute, regulation or ordinance, including the acknowledged comprehensive land use plans and regulations of the city or county in which Premises are located; and that on paying the rent and performing its covenants of this Lease, Lessee may peacefully and quietly have, hold and enjoy the Premises and the rights granted by this Lease for the agreed term.

**7. Condition of Premises; Improvements and Alterations.** Lessee acknowledges and agrees that, since Lessee has occupied the Premises for at least the past two years, Lessee stipulates that the Premises, including the grounds, buildings and shared improvements, are at the time of this Lease, in good order and tenantable condition for the purpose for which Lessee intends to use the Premises, Lessee shall make no alterations to the Premises without the prior, express and written consent of Lessor, which consent shall not be unreasonably withheld. Lessor hereby consents to Lessee placing fixtures, partitions, personal property, and the like in the Premises at its own expense. Lessee will retain ownership of all fixtures, partitions, personal property and the like placed in the Premises by Lessee. Additionally, any tenant improvement work which modifies or affects proper operation of the HVAC system shall also require written approval of Lessor, which approval shall not be unreasonably withheld. All alterations, changes and improvements, built constructed or placed on the Premises by Lessee, with the exception of fixtures, partitions or personal property removable without damage to the Premises, shall unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the Premises at the expiration or earlier termination of this Lease.

**8. Maintenance and Repair of Premises.**

(a) Lessor shall perform at Lessor's sole cost and expense all necessary maintenance and repairs, which means maintenance and repairs of: (1) the structure, foundation, exterior walls, roof, doors and windows (unless damage to windows is the fault of Lessee), elevators, emergency lighting, and Lessor-provided fire extinguishers, Lessor-provided window coverings, sidewalks, and parking area which are located in or serve the Premises, maintaining the Premises and the common areas in a hazard-free condition; (2) the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, replacing parts or the system as necessary, obtaining required permits and inspections from Codes enforcement authorities; (3) the grounds of the Building and landscaping, keeping them in good repair and appearance; (4) interior walls, performing touch-up and repainting as necessary when it is

due to normal wear or deterioration; and (5) carpets and other floor coverings. Lessor shall at Lessor's sole cost and expense provide, furnish, install, and replace all exterior and interior light fixtures, including ballasts, bulbs, and fluorescent tubes.

(b) Except in the event of an emergency, Lessor shall notify Lessee a minimum of three (3) workdays in advance of any maintenance and/or repair of the interior or exterior of the Premises that may affect the environment of the employees and customers. If Lessee determines that the work will be disruptive, Lessee and Lessor shall negotiate a mutual resolution. In the event of an emergency, Lessor shall provide as much advance notice as possible to Lessee of any maintenance and/or repairs necessary.

(c) Should Lessor fail to maintain the Premises in accordance with above requirements, and after reasonable prior notification to Lessor of not less than thirty (30) days with the opportunity to remedy the problems, Lessee may contract for necessary labor, equipment and material to bring Premises within those requirements and shall deduct related costs plus reasonable administrative costs from future rent payments.

(d) Lessee shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable and expected wear and tear, permitted alterations, and damage by fire or other casualty. Lessee shall keep no domestic animals on or about the Premises without the prior written consent of Lessor.

**9. Services and Utilities.**

(a) Lessor will cause the utilities and services listed below to be furnished to the Premises. Charges shall be paid as indicated:

<u>Utility or Service</u>	<u>Monthly Charges Paid By:</u>	
	<u>Lessor / Lessee</u>	
Water	<u>  x  </u>	<u>    </u>
Sewer	<u>  x  </u>	<u>    </u>
Electricity	<u>  x  </u>	<u>    </u>
Trash Removal	<u>  x  </u>	<u>    </u>
Janitorial Service	<u>    </u>	<u>  x  </u>
Janitorial Supplies (including recycling charges)	<u>    </u>	<u>  x  </u>
Building Security (If required)	<u>    </u>	<u>  x  </u>
Internet	<u>    </u>	<u>  x  </u>

**10. Indemnification.** Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 – 30.300 and the Oregon Constitution Article XI, Section 7, Lessee shall indemnify and defend Lessor, including its officers, trustees, employees, and agents, from any claim, liability, damage or loss arising out of or relating to Lessee or its employee's use of the Premises. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 – 30.300 and the Oregon Constitution, Article XI, Section 10, Lessor shall indemnify and defend Lessee, including its officers, trustees, employees, and agents, from any claim, liability, damage or loss caused to Lessee or others as a result of the willful misconduct or negligent acts of Lessor or its employees.

**11. Insurance.**

(a) Lessee is self-insured under ORS 352.087 with adequate levels of excess general liability (with respect to the leased Premises and Lessee's contents) and commercial auto liability insurance and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017, subject to the limits and conditions of the Oregon Tort Claims Act (ORS 30.260 – 30.300). A certificate of insurance will be provided upon execution of this Lease, and at each renewal of Lessor's

insurance. Lessee does not waive the right of subrogation.

(b) Lessor shall secure at its own expense and keep in effect during the Term of this Lease, general liability insurance, including contractual liability and completed operations, and including coverage against fire and other risks generally covered by a standard fire insurance policy, but not including coverage on Lessee's contents, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. This insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon, with an AM Best rating of no less than A-VII. A Certificate of Insurance will be provided to Lessee upon execution of this Lease, and at each renewal of Lessor's insurance. Lessor does not waive the right of subrogation.

**12. Casualty Damage.** If the Premises or improvements thereon are damaged or destroyed by fire or other casualty to such a degree that the Premises are unsuitable for the purpose leased, and if repairs cannot reasonably be made within ninety (90) days, Lessee may elect to cancel this Lease. Lessor shall in all cases promptly repair the damage or ascertain whether repairs can be made within ninety (90) days, and shall promptly notify Lessee of the time required to complete the necessary repairs or reconstruction.

**13. Assignment and Subletting.** Lessee may assign this Lease or sublet any portion of the Premises to other parties only with Lessor's prior written consent, which consent shall not be unreasonably withheld. A consent by Lessor to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting,

**14. 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-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. If Lessee makes such expenditures as the non-defaulting party, those expenditures plus reasonable administrative costs shall be deducted from the rent.

**15. Notices.** Notices between the parties shall be in writing, effective when personally delivered to the address specified herein under "Parties" on Page 1, or if mailed, effective forty-eight (48) hours following mailing to the address for such party or such other address as either party may specify by notice to the other, or by confirmed electronic mail.

**16. Holdover.** In the event Lessee remains in possession of the Premises after the termination of this Lease without any written renewal thereof, such holding over shall not be deemed as a renewal or extension of this Lease but shall create only a tenancy from month-to-month, on the same terms and conditions provided herein, which may be terminated at any time by Lessor or Lessee with thirty (30) days' prior written notice.

**17. Termination.** This Lease may be terminated immediately by mutual consent of both parties or by either party upon with not less than ninety (90) days prior written notice.

**18. Dangerous Materials.** Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable environmentally hazardous or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company or create potential environmental cleanup liability for Lessor.

**19. NO PRESUMPTION AGAINST DRAFTER.** Lessor and Lessee understand, agree and acknowledge that: (a) This Lease has been freely negotiated by both parties; and (b) That, in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

**20. MERGER.**

THIS LEASE CONSTITUTES THE ENTIRE LEASE BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS LEASE SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY THE PARTY TO BE BOUND. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS LEASE. LESSOR, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT LESSOR HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**21. Governing Law; Jurisdiction.** It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Oregon and the parties acknowledge and agree to be subject to jurisdiction in the courts of Yamhill County, Oregon.

**22. Attorney Fees and Costs.** Except for defense costs arising out of or related to indemnification obligations or subrogation rights provided elsewhere herein, in the event that either party to this Lease shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Lease, 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.

Lessor agrees to comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to this Lease.

This Lease shall not become effective and shall not be binding until it has been executed, in the signature spaces provided below, by all parties to this Lease.

LESSOR: (NAME)

DocuSigned by:  
By Lindsay Berschauer 9/16/2024  
8E58DDAC84AB478... Date  
Chair, Board of Commissioners  
Title

LESSEE: Oregon State University

DocuSigned by:  
By Nicole Neuschwander 8/28/2024 | 11:28:25 PDT  
F48C73224ADC456... Date  
Nicole Neuschwander

**Approved by the BOC on:  
09/05/2024**

**via Board Order No.:24-279**

Director, Leasing and Strategic Property Management

LIST OF EXHIBITS

1. Exhibit A – *Premises & Parking*

Exhibit A

