

STATE OF OREGON
LEASE AMENDMENT

THIS LEASE AMENDMENT, dated _____, 2022 (“Effective Date”), is made by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon (“Lessor”) and the STATE OF OREGON, acting by and through its Department of State Police (“Lessee”).

Lessor and Lessee are parties to a lease dated June 7, 2017 (herein referred to as the “Lease”), covering “Premises” described as approximately 2,029 rentable square feet of government office use and client services space and 1,120 square feet of boat storage, located at the Tillamook County Justice Facility at 5995 Long Prairie Road, Tillamook, Tillamook County, Oregon 97141.

In consideration of the mutual agreements contained herein, Lessor and Lessee agree that the Lease shall be amended as of July 1, 2022, unless otherwise specified below:

1. **Term.** Section 2 of the Lease is hereby amended as follows:

2. **Term.** Lessee has provided timely notice to Lessor of Lessee’s election to exercise its option to extend the Lease as provided in Section 4 – Option to Extend. Accordingly, the term of this Lease is hereby extended for a period of **five (5) years** commencing on **July 1, 2022** and continuing through **June 30, 2027** (the “Extension Term”). Lessee has one (1) remaining option to extend the Term of this Lease.

2. **Rent.** Section 3 of the Lease is hereby amended as follows:

3. **Rent.** Lessee shall pay Base Rent in arrears by the 10th day of each month for the preceding month or partial month. The Base Rent for any partial month shall be prorated on a per diem basis. The monthly Base Rent for the Extension Term shall be per the following rent schedule:

<u>LEASE PERIOD</u>	<u>BASE RENT</u>
07/01/2022 – 06/30/2027	\$3,246.42

3. **Operating Expense Escalation/De-escalation.** Section 18 of the Lease is hereby deleted in its entirety, and any reference in the Lease to “Operating Expenses” shall be disregarded.

4. **Notices.** Section 23 of the Lease is hereby deleted in its entirety and replaced with the following:

23. **Notices.** Notices between the parties shall be in writing, effective when personally delivered to the address for such party specified herein under “Parties”; if emailed or faxed, effective the day sent (unless sent after 5:00 p.m., P.T., in which case the email or fax shall be deemed sent the following business day); or if mailed, effective seventy-two (72) hours following mailing to the address for such party specified herein under “Parties”, or such other address as either party may specify by notice to the other.

Parties: LESSOR: Tillamook County
201 Laurel Avenue
Tillamook, OR 97191
ATTN: Rachel Hagerty, or successor
Phone: 503-842-3404; ~~Fax 503-812-3465~~
Email: rhagerty@co.tillamook.or.us

LESSEE: Department of State Police
3545 Trelstad Ave. SE
Salem, OR 97317
ATTN: Sharon Domaschofsky, or successor
Phone: 503-509-6116
Email: sharon.domaschofsky@osp.oregon.gov
cc: res.info@das.oregon.gov

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

[remainder of page intentionally left blank]

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 Lease Amendment.

LESSOR:

Tillamook County, a political subdivision of the State of Oregon

Signature _____, 2022
Name _____ Date
Title _____

LESSEE:

The State of Oregon, acting by and through its Department of State Police

Signature _____, 2022
Name _____ Date
Title _____

APPROVED BY OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES

Signature _____, 2022
Name Brady Ricks Date
Title Manager, Real Estate Services

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