

**COMMERCIAL LEASE**

Date: November 1, 2023

Between: TRACY S. RIGGERT & TODD R. RIGGERT; (“Landlord”)

and

TILLAMOOK COUNTY, a political subdivision (“Tenant”)  
of the State of Oregon.

Landlord hereby leases to Tenant and Tenant leases from Landlord that certain real property (“the premises”) commonly known as 801 Ivy Ave, Suite B, Tillamook, Tillamook County, Oregon. The parties intend this present commercial lease agreement to contain all the rights and obligations of the parties relative to Tenant’s occupancy of Landlord’s property.

**SECTION 1. OCCUPANCY**

**1.1 Term.** The term of this lease shall commence November 1, 2023, and continue through October 31, 2033, unless sooner terminated as hereinafter provided. Tenant’s right to possession and obligations under this lease shall commence on November 1, 2023.

**1.2 Renewal Option.** So long as Tenant is not in default under the terms herein at any time during the initial term of this lease, Tenant shall have the right to renew the lease for a second ten-year term provided Tenant gives Landlord written notice not less than ninety (90) days prior to the expiration of the lease of its intent to renew the lease. The terms and conditions of the lease during its renewed term shall be substantially the same as set forth herein, except the Landlord reserves the right to increase the rent.

**SECTION 2. RENT**

**2.1 Rent.** Rent shall be payable of the first day of each month as follows:

November 1, 2023 – October 31, 2024	\$1,362.26 per month
November 1, 2024 – October 31, 2025	\$1,433.96 per month
November 1, 2025 – October 31, 2026	\$1,509.43 per month
November 1, 2026 – October 31, 2027	\$1,588.88 per month
November 1, 2027 – October 31, 2028	\$1,672.50 per month
November 1, 2028 – October 31, 2029	\$1,756.13 per month
November 1, 2029 – October 31, 2030	\$1,843.93 per month
November 1, 2030 – October 31, 2031	\$1,936.13 per month
November 1, 2031 – October 31, 2032	\$2,032.93 per month
November 1, 2032 – October 31, 2033	\$2,134.58 per month

**2.2 Late Fee.** Rent paid after the fifth day of the month shall be subject to a 5% late fee. Failure of Landlord to assess a late fee on any single payment shall not be a waiver of

subsequent ability to assess such fee on a following late payment.

**2.3 Place of Payment.** Rent shall be paid to Landlord at the following address unless notice is given of a change of address:

Tracy S. Riggert  
P.O. Box 1075  
Tillamook, OR 97141

### **SECTION 3. USE**

**3.1 Use.** The Premises shall be used solely for commercial purposes. It is anticipated that Tenant shall use the Premises for office space for the Tillamook Health Department. No part of the Premises shall be used as a residential dwelling.

**3.2 Restrictions of Use.** Tenant will not use the Premises in a manner that obstructs, annoys, or interferes with the rights of other occupants. Tenant will not cause any nuisance nor permit any objectionable fumes, electromagnetic waves, vibration, noise, light, or radiation to be emitted from the Premises.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any Hazardous Substance to be stored, spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant shall forever defend, indemnify and hold Landlord harmless from any claim, loss, liability arising out of or in any way connected with the Tenant's possession or use of the property, Tenant's conduct with respect to the property, or any condition of the property including those arising due to the use, existence, or release of hazardous substances on the property arising out of Tenant's possession of the property, save and except for any claim, loss or liability arising out of Landlord's intentional misconduct.

### **SECTION 4. REPAIRS AND MAINTENANCE**

**4.1 Landlord's Obligations.** The following shall be the responsibility of Landlord:

- (1) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, floor slabs, and fountain.
- (2) Repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the lease Premises.
- (3) Repair and maintenance of the heating and air conditioning system other than ordinary maintenance.
- (4) Repair and maintenance of sidewalks, driveways, curbs, and parking areas.

**4.2 Tenants Obligations.** The following shall be the responsibility of Tenant:

- (1) Repair and maintenance of interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, and wiring and plumbing from the point of entry to the Premises.
- (2) Ordinary maintenance of the heating and air conditioning system and any repairs because of improper maintenance.
- (3) Any repairs or maintenance necessitated by the negligence of Tenant, its

agents, employees, and invitees, including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(4) Any other repairs to the premises which Landlord is not required to make under Section 4.1.

## **SECTION 5. INSURANCE**

**5.1 Liability Insurance.** During the term of this lease, Tenant shall maintain public liability and property damage insurance with a combined single limit of not less than \$1,000,000.00. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the Premises, whether or not related to an occurrence cause or contributed to by Landlord, except for any liability cause or contributed to by Landlord's intentional misconduct, Landlord shall be named as an additional insured on the policy.

**5.2 Hazard Insurance.** Landlord shall keep the Premises fully insured against fire and other risks covered by standard hazard insurance policy. Tenant shall bear the expense of any insurance insuring the personal property of Tenant on the Premises against such risks. If the premises are damaged through fire through no fault of the Tenant then rent will be abated for any period during which Tenant is substantially deprived of the use of the premises. If such deprivation of use lasts more than 90 days, Tenant may terminate this lease by given written notice to Landlord.

## **SECTION 6. TAXES AND UTILITIES.**

**6.1 Property Tax.** Tenant shall pay as due all taxes on its personal property located on the Premises. Landlord shall pay when due all real property taxes and special assessments levied against the Premises. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

**6.2 Payment of Utilities Charges.** Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy operation, and maintenance of the premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone and janitorial services.

## **SECTION 7. DEFAULT AND REMEDIES**

**7.1 Default in Rent.** Tenant shall be in default if Tenant fails to pay rent or any other charge due under this lease within 10 days after its due date.

**7.2 Default in Other Covenants.** Tenant shall be in default if Tenant fails to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent) within 20 days after written notice by Landlord specifying the nature of the default. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**7.3 Remedies for Default.** In the event of a default this lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender. Failure of Landlord to terminate this lease pursuant to any single default shall not be a waiver of Landlord's ability to seek remedy of a subsequent default.

## **SECTION 8. MISCELLANEOUS**

**8.1 Surrender at Expiration.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall surrender the premises to Landlord in a good condition, wear and tear excepted.

**8.2 Parking.** Tenant and its employees shall not park in the lot on the premises. Parking terms may change from time to time pursuant to the policies of Landlord. Any changes to the parking terms shall be provided in writing by Landlord.

**8.3 Assignment.** Tenant will not assign this lease or sublease or sublet any portion of the premises without Landlord's written consent.

**8.4 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**8.5 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review and on appeal.

**8.6 Succession.** This lease shall be binding on and inure to the benefit of the parties and their respective successors, representatives, heirs, and assigns.

**8.7 Notices.** All notices which may be given by any party pursuant to this lease shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the other party at the addresses below unless notice is given of a change of address. Notices shall be deemed given on the date of delivery or mailing.

Landlord:  
Tracy S. Riggert  
P.O. Box 1075  
Tillamook, OR 97141

Tenant:  
Tillamook County Health Dept.  
P.O. Box 489  
Tillamook, OR 97141

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The parties enter into this Commercial Lease effective as of the date first set forth above.

**LANDLORD:**

\_\_\_\_\_  
TRACY S. RIGGERT

\_\_\_\_\_  
TODD R. RIGGERT

**TENANT:**

BOARD OF COMMISSIONERS for  
Tillamook County, a political subdivision  
of the State of Oregon

Aye                      Nay                      Absent/Abstain

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ERIN D. SKAAR, Chair

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\_\_\_\_\_  
MARY FAITH BELL, Vice Chair

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\_\_\_\_\_  
DAVID YAMAMOTO, Commissioner

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ATTEST: Christy Biggs, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Special Deputy

\_\_\_\_\_  
By:  
County Counsel