

## FIRST AMENDMENT TO LEASE

This is the First Amendment to that certain lease by and between the URBAN RENEWAL AGENCY OF THE CITY OF SALEM, an Oregon quasi-municipal corporation ("Lessee") and RICHARD E. AND GAYLE L. WITHNELL ("Lessor") dated June 26, 2018 ("Lease").

### RECITALS:

**Whereas**, pursuant to the Lease, Lessor leased to Lessee, certain real property located at 2640 Portland Road NE, Salem, Marion County, Oregon, as described in the Lease; and

**Whereas**, Lessor and Lessee are desirous of amending the Lease to provide a longer lease.

**Now therefore**, the Parties agree as follows:

A. Article 2 of the Lease is hereby modified as follows:

2. TERM:

The term of this Lease shall be ~~one~~ two (42) years and five (5) months commencing on August 1, 2018 and continuing through ~~July 31, 2019~~ December 31, 2020, unless terminated earlier in accordance with this lease. Lessee shall be entitled to possession immediately upon the commencement of Term.

A. ~~Additional Term~~

~~If Lessee has fully and faithfully complied with all the terms of this lease, the parties shall mutually agree whether to renew this lease for a one (1) year term commencing on the date following the termination of the original term.~~

~~1) The request to extend the term shall be exercised, if at all, by written notice from Lessee to Lessor given not less than ninety (90) days prior to the last day of the then-expiring term.~~

~~2) In the event lessor argues to extend the lease for another term, the terms and conditions of the Lease for the option term shall be identical with the terms and conditions of this Lease for the primary term, except for rent which shall be adjusted in accordance with Paragraph 3 below.~~

~~3) In the event Lessee fails to exercise any option within the time and in the manner required herein, said option, and all subsequent options, shall be automatically null and void, unless otherwise agreed to in writing by Lessor.~~

B. Holdover

Should Lessee holdover the Premises or any part thereof after the expiration of the primary term or any option terms of this Lease, unless otherwise agreed to in writing by Lessor, such holding over shall constitute a tenancy from month to month only, and may be terminated by thirty (30) days written notice of termination. During such holdover tenancy, Lessee shall be bound by all of the terms, covenants and conditions herein specified so far as applicable. Lessee shall pay as base monthly rental in an amount equal to the base monthly rental for the last month under the last expiring term or as may be adjusted by Lessor upon thirty (30) days written notice.

B. Article 3 of the Lease is hereby modified as follows:

3. RENT:

Lessee shall pay a monthly rent to Lessor during the term of this Lease. Monthly rent is payable in advance on the first day of each month at Lessor's address stated in the Lease or such other places as Lessor may from time to time designate in writing.

The monthly rent at the start of this Lease shall be \$6,500.00. Effective August 1, 2019 the monthly rent shall be \$6,695.00. Effective August 1, 2020 the monthly rent shall be \$6,896.00.

Rent for a partial month upon the commencement or expiration of the term of this Lease shall be prorated on a per diem basis. ~~In the event the lease term is extended, the monthly rent shall be \$6,695 per month during the extended term.~~

**IN WITNESS WHEREOF** the Parties have executed this instrument in their respective names by their duly authorized representatives as of the date above written.

**LESSEE:**

URBAN RENEWAL AGENCY  
OF THE CITY OF SALEM

By: \_\_\_\_\_  
Steven D. Powers, Executive Director

Date: \_\_\_\_\_

**LESSOR:**

RICHARD E. & GAYLE L. WITHNELL

By: \_\_\_\_\_  
Richard E. Withnell

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gayle L. Withnell

Date: \_\_\_\_\_