

**CITY OF WILSONVILLE
FIRST AMENDMENT TO FACILITIES LEASE**

This First Amendment to Facilities (“First Amendment”) is effective the ____ day of _____ 2024 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“Lessor”), and **Wilsonville Community Sharing**, an Oregon non-profit corporation (“Lessee”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the Urban Renewal Agency of the City of Wilsonville (“Original Lessor”) entered into a Facilities Lease (“Lease”) with Lessee on July 1, 2022, relating to Lessee’s use and occupancy of approximately 1,116 square feet of the building commonly known as the “Art Tech Building” located at 29796 SW Town Center Loop East, Wilsonville, Clackamas County, Oregon; and

WHEREAS, on _____, 2024, Original Lessor assigned the Lease and all its rights, responsibilities, and obligations therein to Lessor; and

WHEREAS, Lessor and Lessee initially intended for Lessee to occupy the Kiva Building, which is also located on the same property as the Art Tech Building, but due to severe roof damage, Lessor determined that it was necessary to demolish the Kiva Building; and

WHEREAS, the Lease Term provided in the Lease expires on July 1, 2024; and

WHEREAS, Lessor and Lessee mutually desire to amend the Lease to remove all references to the Kiva Building and to extend the term under which Lessee may continue to use and occupy the Art Tech Building in exchange for payment of Rent;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The terms of the Lease are hereby amended as follows:

1. AGREEMENT TO LEASE

1.1 Description of Premises and Condition

Subsection 1.1 is hereby deleted and replaced with the following:

“1.1 Description of Premises and Condition

Lessor hereby leases to Lessee a portion of the Building (“Leased Space”), as depicted in **Exhibit A** in the Art Tech Building. This will include the use of certain Common Areas, as also shown and described on **Exhibit A** (collectively the “Premises”), subject to the terms of this Lease. The Premises are leased in “As Is” condition. Lessee is responsible for insuring all of Lessee’s property and improvements located within the Premises.”

1.1.1 Relocation to Kiva Building

Subsection 1.1.1 is hereby deleted and replaced with the following:

“1.1.1 Deleted.”

1.2 Use of Common Areas

Subsection 1.2 is hereby deleted and replaced with the following:

“1.2 Use of Common Areas

Lessor grants to Lessee the nonexclusive right to use, in common with Lessor, other tenants of the Building, and the public, the areas of the Premises designated by Lessor to be Common Areas, including the parking lot, walkways, streets, roadways, landscape areas, and other public conveniences (“Common Areas”), as depicted on **Exhibit A.**”

2. TERM

Section 2 is hereby deleted and replaced with the following:

“This Lease shall be binding on the Parties as of July 1, 2022 (‘Effective Date’). The term of this Lease (the ‘Lease Term’) shall commence on the Effective Date, and shall continue thereafter for a period of four (4) years from the Effective Date (the ‘Expiration Date’). Thereafter, unless otherwise terminated, in writing, by Lessor or Lessee with thirty (30) days’ advance notice, the Lease will continue on a month-to-month basis for up to an additional twelve (12) months, unless a new lease term is agreed upon, in writing. Any Lease termination date earlier or later than the Expiration Date is referred to herein as the ‘Termination Date.’”

3. RENT

3.2 Adjustments to Rent

The last two sentences in Subsection 3.2 are hereby deleted.

4. EXHIBITS A-1 AND A-2 AND KIVA BUILDING

Exhibit A-1 is renumbered as Exhibit A, which is attached hereto for reference. Exhibit A-2 is deleted. For avoidance of doubt, the parties agree that Lessee will not be able to relocate to the Kiva Building, as it was demolished by Lessor due to significant roof damage.

5. ALL OTHER TERMS

All of the other terms and conditions of the Lease shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Lease shall apply to this First Amendment.

Lessee and Lessor hereby agree to all provisions of this First Amendment.

LESSEE:

CITY:

WILSONVILLE COMMUNITY SHARING

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EIN/Tax I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, City Attorney
City of Wilsonville, Oregon

I:\dir\community sharing\doc\1st amd agr facilities lease-wlsv comm sharing (ag2).docx