



**OFFICE OF COUNTY COUNSEL**

PUBLIC SERVICES BUILDING  
2051 KAEN ROAD | OREGON CITY, OR 97045

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December 16, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment No. 3 to Lease Agreement with Oregon State University  
(Farmer to Farm Program)

<b>Purpose/Outcomes</b>	Approve execution of Amendment No. 3 to lease agreement (“Lease”) with Oregon State University (“OSU”) to permit Farmer to Farm program to continue for duration of existing lease term.
<b>Dollar Amount and Fiscal Impact</b>	\$0.00. Amendment No. 3 is a program and time extension only.
<b>Funding Source</b>	N/A.
<b>Duration</b>	Extends Farmer to Farm program to August 31, 2034, minor other amendments.
<b>Previous Board Action</b>	The Board has discussed OSU’s request to extend the Farmer to Farm program through the remaining Lease term during an issues meeting held on September 7, 2021.
<b>Strategic Plan Alignment</b>	1. <i>How does this item align with your department’s Strategic Business Plan goals?</i> Continues a program for local farmers to lease unused land in accordance with BCC direction. Build public trust through good government; Grow a vibrant economy; Ensure safe, healthy and secure communities; and Honor, utilize, promote and invest in our natural resources
<b>Counsel Review</b>	<i>If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review.)</i> 1. <i>Date of Counsel review: 12/06/2021</i> <i>Initials of County Counsel performing review. ARN</i>

<b>Procurement Review</b>	<i>1. Was the item processed through Procurement? Yes ___ No <u>x</u>.</i> <i>2. If no, provide brief explanation. Exempt transaction (lease of real property/IGA)</i>
<b>Contact Person</b>	Gary Schmidt and Andrew Naylor

**Background:**

Clackamas County (“County”) currently leases approximately 160 acres of prime agricultural land to Oregon State University (“OSU”) for agricultural research and education purposes. Through prior amendments, the County has agreed to lease the property to OSU through August 31, 2034.

On or about June 16, 2016, the County agreed to permit OSU to sublease up to 50% of the property to farmers as part of OSU’s “Farmer to Farm” program. Through this program, OSU subleases portions of the property not actively being used for educational or research purposes to local farmers.

Though the Lease term does not expire until August 31, 2034, the County’s authorization for OSU to sublease portions of the property for the Farmer to Farm program expires on December 31, 2021.

Amendment No. 3 to the Lease permits OSU to continue the Farmer to Farm program through August 31, 2034, which coincides with the larger Lease term. Amendment No. 3 also provides an extended termination for convenience notice period (from 90 days to six months), and updates certain contact information.

**Recommendation:**

Staff requests this Board approve Amendment No. 3.

Respectfully submitted,



Andrew Naylor  
Assistant County Counsel, Senior

**AMENDMENT NO. 3**

**TO**

**LEASE AGREEMENT**

This Amendment No. 3 to Lease Agreement (this "Amendment") is entered by and between Clackamas County ("Lessor") and Oregon State University for its North Willamette Research and Extension Center ("Lessee") pursuant to the authority granted in Oregon Revised Statutes Chapter 190.

WHEREAS, Lessor and Lessee entered into that certain Intergovernmental Lease Agreement dated December 20, 2012, as amended by Amendment No. 1 dated January 9, 2014, and Amendment No. 2 dated June 16, 2016 (together, the "Lease"), dealing with certain real property near the City of Wilsonville, as more fully described in the Lease (the "Premises"), for the purpose of agricultural research; and

WHEREAS, Lessor and Lessee desire to extend the "Farmer to Farm" program and allow Lessee to sublease a portion of the Premises to private farmers; and

WHEREAS, it is necessary for Lessee to update its contact information;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree that:

1. Lease paragraph 3 is amended to add the following:

Except as provided for in paragraph 16, if the Premises are used for any other purpose than stated herein then Lessor may (1) require payment of cash rent in an amount to be agreed upon by the parties, but in no event less than fair market value, as determined by an independent real estate appraiser selected and hired by Lessor, at Lessor's expense; or (2) terminate the Lease upon providing Lessee not less than 90 days' prior written notice. Upon termination, Lessee shall vacate the Premises pursuant to paragraph 12 of this Lease.

2. Lease paragraph 16 is deleted in its entirety and replaced with the following:

Lessee will not assign, transfer, pledge, hypothecate or otherwise encumber or dispose of this Lease or the estate created in this Lease or any interest in any portion of the same, or allow any other person or persons, company or corporations to occupy the Premises without first obtaining Lessor's written consent. This Lease is personal to Lessee for the purpose of experimental work and related activities. Notwithstanding the foregoing, Lessor consents to Lessee subleasing up to fifty percent (50%) of the Premises from the date of the last signature below through August 31, 2034, to eligible farmers, whose eligibility shall be determined by Lessee based on whether the proposed work is compatible with or compliments Lessee's activities, as part of the Lessee's "Farmer to Farm" program. Lessee will not be obligated to pay cash rent for the above-stated subleases allowed per this consent.

3. Lease paragraph 18 is amended to replace Lessee notice addresses with the following mailing addresses:

LESSEE

Oregon State University  
North Willamette Branch Extension Center  
1510 NE Miley Road  
Aurora, OR 97002  
Phone: (503)678-1264

With a copy to:

OSU Real Property Department  
Attn: Director  
850 SW 35<sup>th</sup> St  
Corvallis, OR 97333

4. Lease paragraph 21 is deleted in its entirety and replaced with the following:

All other provisions herein notwithstanding, this Lease may be terminated by either party for convenience upon 6 months' prior written notice to the other party. Lessee is not entitled to, and shall not seek, compensation or damages in any form, including direct, incidental, consequential, or special, arising from or related to Lessor's exercise of its right to terminate pursuant to this paragraph.

5. Except as set forth herein, the Lease is ratified and no other changes have been or are made.

**Oregon State University** for its North  
Willamette Research  
and Extension Center

By: DocuSigned by:  
*Nicole Neuschwander*  
F48C79224ABC458  
\_\_\_\_\_  
Nicole Neuschwander  
Director of Leasing and Strategic  
Real Property Management

Date: 12/7/2021 | 10:00:31 PST

**CLACKAMAS COUNTY**, by its  
Board of County Commissioners

By: \_\_\_\_\_  
Chair

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

Attest: \_\_\_\_\_

Approved as to Form:

 12/7/2021  
\_\_\_\_\_  
County Counsel