

PROPERTY CONVEYANCE AGREEMENT

THIS PROPERTY CONVEYANCE AGREEMENT is entered into this 20th day of September, 2017, by and between Curry County ("County"), and Curry Community Health, Inc. ("Curry Community Health").

RECITALS

A. WHEREAS COUNTY falls under the legal definition of a "political subdivision" under ORS 271.005.

B. WHEREAS CURRY COMMUNITY HEALTH falls under the legal definition of a "qualifying nonprofit corporation" under ORS 271.330.

C. WHEREAS CURRY COMMUNITY HEALTH owns certain real, personal, and intangible property commonly known as the "Railroad Property" located at 517 Railroad Street in Brookings, Curry County, Oregon, as more particularly described in Exhibit A below.

D. WHEREAS COUNTY desires to acquire the Railroad Property from Curry Community Health, and Curry Community Health is willing to convey the Railroad Property to County, on and subject to the terms of this agreement (the "Agreement").

E. WHEREAS COUNTY owns certain real, personal, and intangible property commonly known as the "Port Orford Property," located at 1403 Oregon Street in Port Orford, Curry County, Oregon, as more particularly described in Exhibit B below.

F. WHEREAS CURRY COMMUNITY HEALTH desires to acquire the Port Orford Property from County, and County is willing to convey the Port Orford Property to Curry Community Health, on and subject to the terms of the Agreement.

G. WHEREAS ORS 271.330 allows COUNTY to relinquish title to the Port Orford Property to CURRY COMMUNITY HEALTH, for the purpose of providing social services, and it is in the public's interest to do so.

AGREEMENT

1. CONVEYANCE.

A. Railroad Property. Curry Community Health agrees to convey the Railroad Property to County, and County agrees to accept the Railroad Property from Curry Community Health, on the terms and conditions set forth in this Agreement. The Railroad Property consists of:

- i. The land described in Exhibit A attached hereto (the “Railroad Land”) and all easements, rights, and interests appurtenant thereto;
- ii. All of the improvements currently situated on the Railroad Land (the “Railroad Improvements”); and
- iii. All of Curry Community Health’s rights (if any) in all of the following intangible property now or hereafter existing with respect to the Property (the “Railroad Intangible Property”):
 - a. All leases, licenses, and other agreements to occupy all or any part of the Railroad Land or Railroad Improvements together with, and subject to the manner in which the same are to be prorated under this Agreement, all rents, charges, deposits, and other sums due, accrued, or to become due thereunder, and all guaranties by third parties of any tenant’s obligations under those leases, licenses, and other agreements;
 - b. All plans and specifications, all building permits and other permits pertaining to the construction of the Railroad Improvements and all warranties, guaranties, and sureties now or hereafter received in connection with the construction of or equipment on the Railroad Improvements;
 - c. All licenses, permits, approvals, certificates of occupancy, and franchises relating to the zoning, land use, ownership, operation, occupancy, construction, or maintenance of the Railroad Improvements; and
 - d. All service and maintenance contracts and equipment leases in connection with or used by Curry Community Health in the operation of the Railroad Improvements.

B. Port Orford Property. County agrees to convey the Port Orford Property to Curry Community Health, and Curry Community Health agrees to accept the Port Orford Property from County, on the terms and conditions set forth in this Agreement. The Port Orford Property consists of:

- i. The land described in Exhibit B attached hereto (the “Port Orford Land”) and all easements, rights, and interests appurtenant thereto;
- ii. All of the improvements currently situated on the Port Orford Land (the “Port Orford Improvements”); and

iii. All of County's rights (if any) in all of the following intangible property now or hereafter existing with respect to the Property (the "Port Orford Intangible Property"):

- a. All leases, licenses, and other agreements to occupy all or any part of the Port Orford Land or Port Orford Improvements together with, and subject to the manner in which the same are to be prorated under this Agreement, all rents, charges, deposits, and other sums due, accrued, or to become due thereunder, and all guaranties by third parties of any tenant's obligations under those leases, licenses, and other agreements;
- b. All plans and specifications, all building permits and other permits pertaining to the construction of the Port Orford Improvements and all warranties, guaranties, and sureties now or hereafter received in connection with the construction of or equipment on the Improvements;
- c. All licenses, permits, approvals, certificates of occupancy, and franchises relating to the zoning, land use, ownership, operation, occupancy, construction, or maintenance of the Port Orford Improvements; and
- d. All service and maintenance contracts and equipment leases in connection with or used by County in the operation of the Port Orford Improvements.

2. CONSIDERATION

The consideration for Curry Community Health's conveyance of the Railroad Property to County is the County's simultaneous conveyance of the Port Orford Property to Curry Community Health. The consideration for County's conveyance of the Port Orford Property to Curry Community Health is Curry Community Health's simultaneous conveyance of the Railroad Property to the County. The amount of money to be exchanged between the parties under this Agreement is \$0.00.

3. INSPECTION CONTINGENCY.

A. Inspection Rights.

- i. County has until midnight at the end of the September 26, 2017, following the Effective Date (the "Review Period") to satisfy itself concerning all aspects of the

Railroad Property, including, without limitation, the physical condition thereof; the insurance policies, contracts, leases, and all other financial aspects of the Railroad Property; the availability of any governmental permits and approvals; and the feasibility of using the Railroad Property for County's intended use. County has the right to perform any tests, inspections, and feasibility studies on the Railroad Property as County may deem necessary. Curry Community Health will permit and, to the extent reasonably required by County, will assist County in providing access to Curry Community Health's architects, engineers, contractors, subcontractors, managers, analysts, and appraisers in connection with County's review of the Railroad Property. For any portion of the Railroad Improvements that is occupied by a tenant, County will make appropriate arrangements with Curry Community Health as to the time and duration of County's inspections and County will take all reasonable steps to protect tenants' property and to avoid disturbing tenants.

ii. Curry Community Health has until midnight at the end of the September 26, 2017, following the Effective Date (the "Review Period") to satisfy itself concerning all aspects of the Port Orford Property, including, without limitation, the physical condition thereof; the insurance policies, contracts, leases, and all other financial aspects of the Port Orford Property; the availability of any governmental permits and approvals; and the feasibility of using the Port Orford Property for Curry Community Health's intended use. Curry Community Health has the right to perform any tests, inspections, and feasibility studies on the Port Orford Property as Curry Community Health may deem necessary. County will permit and, to the extent reasonably required by Curry Community Health, will assist Curry Community Health in providing access to County's architects, engineers, contractors, subcontractors, managers, analysts, and appraisers in connection with Curry Community Health's review of the Port Orford Property. For any portion of the Port Orford Improvements that is occupied by a tenant, Curry Community Health will make appropriate arrangements with County as to the time and duration of Curry Community Health's inspections and Curry Community Health will take all reasonable steps to protect tenants' property and to avoid disturbing tenants.

B. Inspection Expenses. All costs and expenses of all of tests, inspections, and studies regarding the Railroad Property will be paid by County when due, regardless of whether this transaction closes. All costs and expenses of all of tests, inspections, and studies regarding the Port Orford Property will be paid by Curry Community Health when due, regardless of whether this transaction closes.

C. Inspection Indemnity. County will indemnify, defend, and hold harmless Curry Community Health from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities permitted by this Agreement on or about the Railroad Property by County or any agent, employee, contractor, or invitee of County.

Unless arising from or related to County's current duties as Landlord of the Port Orford Property, Curry Community Health will indemnify, defend, and hold harmless County from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities permitted by this Agreement and performed on or about the Port Orford Property by Curry Community Health or any agent, employee, contractor, or invitee of Curry Community Health.

4. CURRY COMMUNITY HEALTH'S REPRESENTATIONS.

A. Curry Community Health's Existence and Authority. Curry Community Health is a validly existing nonprofit corporation duly organized under the laws of the State of Oregon. Curry Community Health has the full right and authority to conduct its business under the laws of the State of Oregon.

B. Content of Representations. Curry Community Health represents, warrants, and covenants to County as follows:

i. *No Notice of Violation of Zoning and Other Laws.* Curry Community Health has not received any written notice from any governmental authority alleging that the Railroad Improvements violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

ii. *No Litigation.* To Curry Community Health's knowledge, there is no pending or threatened litigation or administrative action with respect to the Railroad Property.

iii. *No Condemnation.* To Curry Community Health's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Railroad Property or any portion thereof.

iv. *No Additional Assessments.* To Curry Community Health's knowledge, there are no special or general assessments that have been levied against or are proposed for the Railroad Property.

v. *No Government Obligations.* To Curry Community Health's knowledge, there are no unperformed obligations that are currently due relative to the Railroad Property to any governmental or quasi-governmental body or authority.

vi. *No Contamination by Curry Community Health.* To Curry Community Health's knowledge, Curry Community Health has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Railroad Land or Railroad Improvements in violation of any applicable law prior to or during the period in which the Curry Community Health has owned the Railroad Property. For the purposes of this section, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act.

vii. *Authority of Curry Community Health.* Curry Community Health's execution, delivery of, and performance under this Agreement are undertaken pursuant to authority validly and duly conferred on Curry Community Health and the signatories hereto.

viii. *No Breach of Agreements.* This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Curry Community Health is a party.

ix. *Nonforeign Status.* Curry Community Health is not a "foreign person" as defined in IRC section 1445 (1954).

C. Curry Community Health's Knowledge. In each event in which any representation of Curry Community Health is limited "to Curry Community Health's knowledge" or similar phrase, that knowledge includes only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of Curry Community Health, without any investigation or inquiry whatsoever.

D. Effect of County's Knowledge. County agrees that in the absence of an intent on the part of Curry Community Health to fraudulently conceal information about the Railroad Property or fraudulently mislead County, County does not have the right to rely upon any warranty or representation of Curry Community Health, and Curry Community Health will not be liable for any breach of a warranty or misrepresentation, if and to the extent County is given access to data or information relating to the Railroad Property prior to the Closing Date that reveals, or County's tests or inspections prior to the Closing Date reveal, or County otherwise knows or has

reason to know prior to the Closing Date of any information that reveals, the warranty or representation is incorrect, and County nevertheless elects to close this purchase.

E. Survival of Warranties. All of Curry Community Health's warranties in this Agreement will be deemed given only as of the date of this Agreement. Curry Community Health's liability for any misrepresentation or the breach of any warranty under this Agreement will survive the closing of this transaction; provided, however, that any claim for any misrepresentation or breach of any covenant will be deemed to have been waived unless County files and serves a complaint for damages or other remedies based on such alleged misrepresentation or breach within 12 months after the Closing Date or, if this transaction fails to close, within 12 months after the date this Agreement is canceled or terminates.

F. No Pending Bankruptcy, Insolvency, Receivership, or Foreclosure Proceedings. No petitions in bankruptcy have been filed by or against Curry Community Health; and none of Curry Community Health's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

G. No Breach of Agreements. This Agreement does not breach or violate any term or provision of any other agreement or contract to which Curry Community Health is a party.

5. COUNTY'S REPRESENTATIONS.

A. Content of Representations. County represents, warrants, and covenants to Curry Community Health as follows:

B. County's Existence and Authority. County is a validly existing and duly organized political subdivision under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the State of Oregon.

i. *No Notice of Violation of Zoning and Other Laws*. County has not received any written notice from any governmental authority alleging that the Port Orford Improvements violate any building codes, building or use restrictions, or zoning ordinances, rules, or regulations.

ii. *No Litigation*. To County's knowledge, there is no pending or threatened litigation or administrative action with respect to the Port Orford Property.

iii. *No Condemnation*. To County's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Port Orford Property or any portion thereof.

iv. *No Additional Assessments.* To County's knowledge, there are no special or general assessments that have been levied against or are proposed for the Port Orford Property.

v. *No Government Obligations.* To County's knowledge, there are no unperformed obligations that are currently due relative to the Port Orford Property to any governmental or quasi-governmental body or authority.

vi. *No Contamination by County.* To County's knowledge, County has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Port Orford Land or Port Orford Improvements in violation of any applicable law prior to or during the period in which the County has owned the Port Orford Property. For the purposes of this section, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act.

vii. *Authority of County.* County's execution, delivery of, and performance under this Agreement are undertaken pursuant to authority validly and duly conferred on County and the signatories hereto.

viii. *No Breach of Agreements.* This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which County is a party.

ix. *Nonforeign Status.* County is not a "foreign person" as defined in IRC section 1445 (1954).

C. County's Knowledge. In each event in which any representation of County is limited "to County's knowledge" or similar phrase, that knowledge includes only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of County, without any investigation or inquiry whatsoever.

D. Effect of Curry Community Health's Knowledge. Curry Community Health agrees that in the absence of an intent on the part of County to fraudulently conceal information about the Port Orford Property or fraudulently mislead Curry Community Health, Curry Community Health does not have the right to rely upon any warranty or representation of County, and County will not be liable for any breach of a warranty or misrepresentation, if and to the extent

Curry Community Health is given access to data or information relating to the Port Orford Property prior to the Closing Date that reveals, or Curry Community Health's tests or inspections prior to the Closing Date reveal, or Curry Community Health otherwise knows or has reason to know prior to the Closing Date of any information that reveals, the warranty or representation is incorrect, and Curry Community Health nevertheless elects to close this purchase.

E. Survival of Warranties. All of County's warranties in this Agreement will be deemed given only as of the date of this Agreement. County's liability for any misrepresentation or the breach of any warranty under this Agreement will survive the closing of this transaction; provided, however, that any claim for any misrepresentation or breach of any covenant will be deemed to have been waived unless Curry Community Health files and serves a complaint for damages or other remedies based on such alleged misrepresentation or breach within 12 months after the Closing Date or, if this transaction fails to close, within 12 months after the date this Agreement is canceled or terminates.

F. No Pending Bankruptcy, Insolvency, Receivership, or Foreclosure Proceedings. No petitions in bankruptcy have been filed by or against County; and none of County's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

G. No Breach of Agreements. This Agreement does not breach or violate any term or provision of any other agreement or contract to which County is a party.

6. CONDITIONS TO CLOSING. Each party's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

A. Parties's Compliance. Each party's respective fulfillment of each of its obligations under this Agreement in all material respects;

B. Parties's Representations. The continuing accuracy of all of parties's warranties and representations in this Agreement in all material respects.

C. Condemnation. The absence of any condemnation or the institution of condemnation proceedings that result in the taking of any of the Land and/or Improvements pertaining to this Agreement. If this transaction closes, each party will assign to the other party on the Closing Date all condemnation awards and rights to awards that were not used by said party to pay the costs of any restorations necessitated by the condemnation of the respective Land and/or Improvements that pertain to this Agreement.

D. Material Casualty. The absence of any material damage by casualty to the Improvements pertaining to this Agreement that has not been repaired by the Closing

Date. For the purposes hereof, a “material damage by casualty” means any damage by fire or other casualty that has not been repaired and paid for by the Closing Date. If any of the Improvements pertaining to this Agreement suffer any material damage by casualty, a party will have right and option to terminate this Agreement by the Closing Date. A party will also have the right to cancel this Agreement if the material damage by casualty is not fully covered by a party’s insurance policy. If a party does not elect to terminate this Agreement as a result of material damage by casualty, this transaction will close without modification to the consideration described in this Agreement, the party that is the current owner (“Current Owner”) must proceed to effect any repairs that are reasonably possible prior to closing unless otherwise agreed to in writing by the party receiving the property (“Receiving Party”), and the receiving party is entitled to all insurance proceeds that are not used to pay the costs of those repairs. The Current Owner must also credit to the Receiving Party the amount of any deductible or self-insurance applicable to the casualty.

E. Parties’s Representations. The continuing accuracy of each party’s warranties and representations in this Agreement.

7. CLOSING.

A. Closing Date. This transaction will be closed by September 30, 2017 (being herein referred to as the “Closing Date”). Each party may extend the Closing Date one time by up to 30 days. If that occurs, County, as current landlord for the Port Orford Property, will waive Curry Community Health’s obligation to pay rent after September 30, 2017.

B. Prorations, Adjustments.

i. Except as provided in 7.A above, all ad valorem real-property taxes, assessments, personal-property taxes, utility expenses, and obligations under all repair and maintenance contracts that are not terminated or required to be terminated by this Agreement by the Closing Date (collectively, the “Expenses”), and all rentals from tenants and other use fees receivable under any lease or other agreement concerning the Property (collectively, the “Income”), must be prorated and adjusted between the parties as of the Closing Date.

ii. Each party will attempt to have its current property’s utility meter read as of the Closing Date. To the extent that this is not possible and to the extent that any other obligation for continuing services is incurred, and statements are rendered for such

services covering periods both before and after the Closing Date, the amount will be adjusted between the parties as of the Closing Date on a per diem basis. A party will forward any statements that are proper statements to the other party and the other party will pay those charges. That other party will remit to the first party its proportionate share immediately upon demand.

iii. Each party shall pay the recording fees for the deed and conveyance, excise, or transfer taxes and fees for the property it acquires in connection with this sale.

iv. Each party will pay its own attorney fees.

C. Events of Closing. Provided that the parties comply with the terms of this Agreement and/or subsequent amendments to this Agreement, this transaction will be closed on the Closing Date as follows:

i. Each party will convey the real property it owns related to this Agreement to the other party by statutory warranty deed, in the forms attached hereto as Exhibit C and Exhibit D.

ii. The parties agree that the lease between Curry Community Health and Curry County, dated January 23, 2013, regarding the Railroad Property ("Railroad Lease") shall terminate upon closing. The Railroad Lease is attached as Exhibit E.

iii. The parties agree that the lease between Curry County and Curry Community Health, dated May 20, 2015, and extended on July 8, 2015 and June 7, 2017, regarding the Port Orford Property ("Port Orford Lease") shall terminate upon closing. The Port Orford Lease is attached as Exhibit F.

iv. Each party will provide the other party with a Certificate of Nonforeign Status as provided in IRC section 1445.

v. Any lien(s) against a property will be paid and satisfied of record at the expense of the Current Owner before the Closing Date.

D. Possession. Subject to the rights of tenants, each party must deliver possession of its currently-owned property related to this Agreement to the other party on the Closing Date.

E. As-Is Conveyance. Each party acknowledges that it has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property it desires to acquire, and, except as specifically stated herein, each party is not relying on, nor has each party been influenced by, any statement or representation of the other

party or any agent or representative of the other party regarding any of these items. Except for any actionable breaches of the other party's representations and warranties contained herein, a party's acceptance of its desired Property and the satisfaction or waiver of all of the other party's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by that party. Each party will not have the option to close this transaction without accepting its desired Property in its then-current condition, and each party acknowledges that, except for the other party's breach of an express warranty stated in this Agreement, each party is acquiring the its desired Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by the other party.

8. DEFAULTS AND FAILURE TO CLOSE.

A. Remedies. If this transaction fails to close on account of a default by Current Owner under this Agreement, Receiving Party will be entitled to any remedies for breach of contract as may be available under applicable law, including, without limitation, the remedy of specific performance, the right to recover its actual damages, and the recovery of Receiving Party's attorney fees and costs incurred in this transaction.

B. Defaults. Except for either parties' wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Agreement unless the party is given written and timely notice of its failure to comply with this Agreement. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

C. Costs and Attorney Fees. In the event that a suit, an action, an arbitration, or a mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party such sum as the court, arbitrator, or mediator may adjudge reasonable as costs and expert-witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

9. CONDUCT OF BUSINESS.

A. Operations. Between the date of this Agreement and the Closing Date, each party will continue to operate its currently-owned Property in accordance with its current management,

operation, and leasing standards and practices and will take no steps or actions that it knows would be materially detrimental to the value of its currently-owned Property.

B. Contracts. Between the Effective Date and the Closing Date, neither party may enter into any equipment purchase contract that will not be paid in full prior to the Closing Date, or any service or maintenance contract that cannot be canceled upon 30 days' notice at no cost to the other party without the other party's consent. The other party's consent may not be unreasonably delayed, conditioned, or withheld.

C. Insurance. Each party agrees to continue to maintain its current casualty and liability insurance policies on its currently-owned Property until the Closing Date, but will have no responsibility to maintain any such insurance following the Closing Date or to assign any policy to the other party.

D. Property Maintenance. Between the date of this Agreement and the Closing Date, each party agrees to maintain and repair its currently-owned Property so as to cause it to be delivered to the other party in substantially the same condition existing as of end of the Review Period, ordinary wear and tear, damage by casualty, and damage by condemnation excepted.

E. No Additional Obligations. Except as provided in this section, neither party will have an obligation to maintain, repair, alter, reconstruct, or replace any portion of its currently-owned Property or preserve or enter into any existing or new leases or service contracts, and each party acknowledges that no express or implied representations or covenants to do so exist.

10. LEGAL RELATIONSHIPS.

A. Relationship of Parties. No legal relationship of a joint venture, partnership, or other joint undertaking other than what is necessary to convey the real property pertaining to this Agreement between the parties is intended hereby. Neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

B. No Third-Party Beneficiaries. No third party is intended to be benefitted or afforded any legal rights under or by virtue of this Agreement.

C. Joint and Several Liability. If either party is comprised of more than one person or entity, the obligations of each person or entity comprising that party under this Agreement will be joint and several.

D. Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to that party's members, directors, shareholders, officers, employees, and agents.

E. Assignments and Successors. Neither party may assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of the other party in each instance, which consent will not be unreasonably withheld. Neither party will be released from its obligations under this Agreement in the event of any assignment or transfer by the other party. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

11. GENERAL PROVISIONS.

A. Notices. Notices under this Agreement must be in writing and, if personally delivered or sent by email, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by email to the following address:

County:	Curry Community Health:
Curry County Attn: John Hitt 94235 Moore Street Suite 123 Gold Beach, OR 97444 email: huttlj@co.curry.or.us	Curry Community Health Attn: Ken Dukek P.O. Box 810 Gold Beach, OR 97444 email: dukekk@currych.org
<u>with a copy to:</u> Curry County Attn: John Huttli 94235 Moore Street Suite 123 Gold Beach, OR 97444 email: hittj@co.curry.or.us	<u>with a copy to:</u> Curry Community Health Attn: Carly Kruse P.O. Box 810 Gold Beach, OR 97444 email: krusec@currych.org

Either party may change its address for notices by at least five (5) days' advance written notice to the other.

B. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence of each and every provision of this Agreement.

C. Invalidity of Provisions. If any provision of this Agreement, or any instrument to be delivered by either party at closing pursuant to this Agreement, is declared invalid or is

unenforceable for any reason, that provision will be deleted from the document and will not invalidate any other provision contained in the document.

D. Neutral Construction. This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will not be construed against either party.

E. Captions. The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

F. Waiver. The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce that provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

G. Subsequent Modifications. This Agreement and any of its terms may only be changed, waived, discharged, or terminated by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

H. Saturday, Sunday and Legal Holidays. If the time for performance of any of the terms, conditions, and provisions hereof fall on a Saturday, Sunday, or legal holiday, then the time of performance will be extended to the next business day thereafter.

I. Venue. In any action brought to interpret or enforce any of the provisions of this Agreement, the venue of same will be laid in Curry County, Oregon.

J. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

K. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Railroad Property and the Port Orford Property. This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties.

L. No Offer. By providing an unexecuted copy of this Agreement to any person, neither party will be deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Railroad Property and the Port Orford Property, and this Agreement will not be binding upon any party unless and until it has been fully executed and delivered by County and Curry Community Health.

M. No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded.

N. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

O. Facsimile Copies. Either party may rely upon facsimile copies of this Agreement to the same extent as the originals.

P. Statutory Warning (ORS 93.040(2)). THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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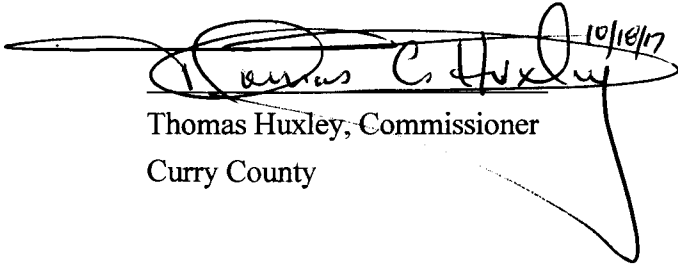
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

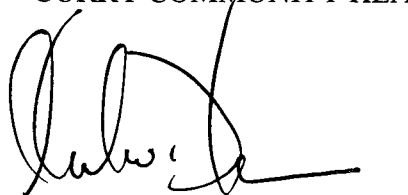
DATED: October 16, 2017

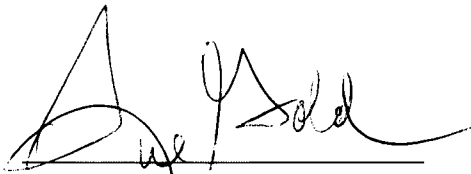
DATED: October 13th, 2017

CURRY COUNTY:

CURRY COMMUNITY HEALTH:

 10/16/17
Thomas Huxley, Commissioner
Curry County


Kenneth Dukek, CEO
Curry Community Health


Sue Gold, Commissioner
Curry County

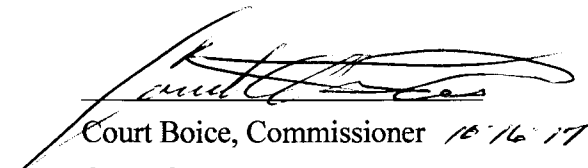

Court Boice, Commissioner 10/16/17
Curry County

EXHIBIT A

LEGAL DESCRIPTION OF THE RAILROAD PROPERTY

Situated in the City of Brookings, County of Curry, and State of Oregon, described as follows, to wit:

The building located at 517 Railroad Street, Brookings, Oregon, 97415, and described as follows:

Lots 3, 4, 5 and 7, Smith Tract, a subdivision recorded in Plat Book 1, Page 24, Town Plats of Curry County, City of Brookings, Oregon.

Excepting therefrom the Easterly ten feet of said lots previously conveyed to the City of Brookings for street improvements.

SUBJECT TO:

All encumbrances of Record.

EXHIBIT B

LEGAL DESCRIPTION OF THE PORT ORFORD PROPERTY

Situated in the City of Port Orford, County of Curry, and State of Oregon, described as follows, to wit:

Beginning at the Southeast corner of Block One Hundred Nineteen (119)
described as follows:

Thence West along the North line of 14th Street, 80 feet;

Thence North 50 feet;

Thence at a right angle East 80 feet;

Thence at a right angle South 50 feet to the point of beginning. In the town of Port Orford, now the City of Port Orford, according to the Plat of said Town of 1865, Curry County, Oregon.

EXHIBIT C
STATUTORY WARRANTY DEED (RAILROAD PROPERTY)

Grantor's Name and Address:
Curry Community Health
P.O. Box 810
Gold Beach, OR 97444

Grantee's Name and Address:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Until a change is requested, all tax
Statements shall be sent to:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

After recording return to:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

STATUTORY WARRANTY DEED

CURRY COMMUNITY HEALTH, an Oregon nonprofit corporation, (hereinafter "Grantor,") conveys and warrants to CURRY COUNTY, a political subdivision of the State of Oregon, (hereinafter "Grantee,") the following described real property free of encumbrances except as specifically set forth herein:

The building located at 517 Railroad Street, Brookings, Oregon, 97415, and described as follows:

Lots 3, 4, 5 and 7, Smith Tract, a subdivision recorded in Plat Book 1, Page 24, Town Plats of Curry County, City of Brookings, Oregon.

Excepting therefrom the Easterly ten feet of said lots previously conveyed to the City of Brookings for street improvements.

SUBJECT TO:

All encumbrances of Record.

The true consideration for this conveyance is \$0.00, and all other good and valuable consideration, in which the receipt and sufficiency are hereby acknowledged between Grantor and Grantee (simultaneous conveyance by Grantee to Grantor of Grantee's interest in the real property located at 1403 Oregon Street, Port Orford, OR 97465).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 20__.

CURRY COMMUNITY HEALTH

Kenneth Dukek, Chief Executive Officer
Curry Community Health

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017,
by Kenneth Dukek, on behalf of Curry Community Health.

Notary Public for Oregon
My commission expires: _____

EXHIBIT D
STATUTORY WARRANTY DEED (PORT ORFORD PROPERTY)

Grantor's Name and Address:
Curry County
94235 Moore Street, Suite 122
Gold Beach, OR 97444

Grantee's Name and Address:
Curry Community Health, Inc.
P.O. Box 810
Gold Beach, OR 97444

Until a change is requested, all tax statements
shall be sent to:

Curry Community Health, Inc.
Attn: Finance Department
P.O. Box 810
Gold Beach, OR 97444

After recording return to:
Curry Community Health, Inc.
Attn: Ken Dukek
P.O. Box 810
Gold Beach, OR 97444

STATUTORY WARRANTY DEED

CURRY COUNTY, a political subdivision of the State of Oregon (hereinafter "Grantor"), conveys without a reversionary interest and warrants to CURRY COMMUNITY HEALTH, INC., an Oregon nonprofit corporation, (hereinafter "Grantee"), the real property as described in the attached Exhibit A free of encumbrances, except as specifically set forth therein:

The true consideration for this conveyance is \$0.00 and all other good and valuable consideration, in which the receipt and sufficiency are hereby acknowledged (simultaneous conveyance by Grantee to Grantor of Grantee's interest in the real property located at 517 Railroad Street, Brookings, Oregon 97415).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE

APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 20____.

CURRY COUNTY

By: _____
Thomas Huxley, Commissioner

By: _____
Sue Gold, Commissioner

By: _____
Court Boice, Commissioner

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on _____, 2017, by Thomas Huxley, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Curry)

 This instrument was acknowledged before me on _____, 2017, by Sue
Gold, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Curry)

 This instrument was acknowledged before me on _____, 2017, by Court
Boice, Commissioner, Curry County Board of Commissioners.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Beginning at the Southeast corner of Block One Hundred Nineteen (119) described as follows:

Thence West along the North line of 14th Street, 80 feet;

Thence North 50 feet;

Thence at a right angle East 80 feet;

Thence at a right angle South 50 feet to the point of beginning. In the town of Port Orford, now the City of Port Orford, according to the Plat of said Town of 1865, Curry County, Oregon.

EXCEPTING THEREFROM:

An easement, including the terms and provisions thereof, recorded March 1, 1950, DV 34, Page 611, in favor of the State of Oregon.

EXHIBIT E
RAILROAD LEASE

4684

After recording, return to
(File No. 16534004)

Garrett Hemann Robertson P.C.
Attn: Eric W. Jamieson
PO Box 749
Salem OR 97308-0749

Until a change is requested, all
tax statements shall be sent to
the following address:
Curry Community Health
Attn: Jan Kaplan
94235 Moore St., Suite 121
Gold Beach OR 97444

CURRY COUNTY, OREGON
LAND
Cat=1 Pgs=13 RECC
This is a no fee document

2013-00422
02/01/2013 02:21 PM
NO FEE



00036625201300004229130131

I, Renee' Kolan, County Clerk, certify that the
within document was received and duly recorded
in the official records of Curry County.



Renee' Kolan - Curry County Clerk

COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease") is entered into this 1st day of February 2013,
by and between the following parties:

LANDLORD:

CURRY COMMUNITY HEALTH
94235 Moore St., Suite 121
Gold Beach OR 97444

and

TENANT:

CURRY COUNTY
94235 Moore St., Suite 122
Gold Beach OR 97444

Landlord owns the fee title to the storage building (the "Property") located at
517 Railroad Street, Brookings, Oregon:

Legally described in Exhibit "1" attached hereto and incorporated herein by
reference.

NOW, THEREFORE, Landlord hereby leases the Property to Tenant, and Tenant leases
the Property from Landlord, on the terms and conditions set forth in this Lease:

1. **Lease of Property to Tenant; Lease Term; Possession**

1.1 **Transfer Agreement.** This Lease Agreement shall be construed in accordance with the Curry County Health and Human Services Transfer Agreement ("Transfer Agreement") signed and dated between these parties on the 1st day of February 2013.

1.2 **Lease of Property to Tenant.** Landlord hereby leases the Property to Tenant, and Tenant leases the Property from Landlord, for the term, at the rental, and upon all of the conditions set forth in this Lease.

1.3 **Term of Lease.** This Lease shall commence on the 1st day of February 2013 (the "Commencement Date"), and shall continue for five (5) years unless sooner terminated as provided in this Lease.

1.4 **Possession.** Tenant will be entitled to possession of the Property for purposes of this Lease upon the mutual execution of this Lease.

1.5 **Property Leased "As Is".** Except as otherwise expressly set forth in this Lease, the Property is leased to Tenant in its "As Is" condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by Landlord as to the condition or suitability of Property for any intended use or purpose by Tenant and without any representation or warranty by Landlord as to its compliance with applicable Legal Requirements (as defined below) or other matters, and Tenant further acknowledges that Tenant will be relying solely on its own skill, judgment and discretion in deciding whether to lease the property.

2. **Rental**

2.1 **Annual Base Rent.** Tenant shall pay to Landlord as rent for the Property the sum of One Dollar (\$1.00) annually, and all other good and valuable consideration agreed upon by Landlord and Tenant, which shall commence as of the Commencement Date and be due on the first day of each year during the term of this Lease.

2.2 **Net Lease.** The rental paid by Tenant shall be a fully net (sometimes referred to as "triple net" or "absolute net") return to Landlord, so that from and after the Commencement Date, this Lease shall yield the base rent to Landlord net of all operating costs, maintenance and repair costs, taxes, insurance charges, assessments, governmental charges, utility costs and fees, and all other expenses of whatever kind or nature pertaining to the operation of the Property except for those expenses expressly assumed by Landlord herein. All such costs and expenses accruing after the Commencement Date shall be paid by Tenant as to the Property.

3. **Use of Property**

3.1 **Permitted Use.** Tenant shall use the Property primarily for storage of its search and rescue equipment and supplies, and in accordance with all applicable Legal Requirements (as defined below). If Tenant proposes to change the use of the Property, Tenant will not do so without first obtaining the prior consent of Landlord to such change in use which consent may be withheld in Landlord's sole discretion.

3.2 **Compliance with Legal Requirements.** In connection with its use, Tenant shall keep and maintain the Property in compliance with the terms set forth in the Transfer Agreement and all applicable laws, rules, regulations and ordinances of all federal, state, county, municipal and other public authorities having or claiming jurisdiction, and other recorded covenants, conditions and restrictions affecting the Property (collectively, the "Legal Requirements").

3.3 **Nondisturbance.** The rights of Tenant to the Property shall not be disturbed, cancelled, terminated or otherwise interfered with by Landlord during the Term of this Lease.

3.4 **Hazardous Substances.** Landlord represents and warrants that, as of the date of this Lease, no hazardous substances have been generated, released, stored or deposited over, beneath, or on the Property from any source whatsoever by Landlord, its agents, independent contractors or invitees, other than Permitted Products (as defined below).

Tenant as to the Property, during the Term, shall not allow or permit any Hazardous Substances to be generated, released, used, stored or deposited on or in the Property or adjoining property, except in the ordinary course of maintaining and operating such property and in strict compliance with applicable Environmental Laws (as defined below).

Tenant will indemnify, hold harmless, and defend Landlord, and its successors and assigns, from any and all claims, losses, damages, response costs and expenses arising out of or in any way relating to the presence of hazardous substances in, on, or beneath the Property that first occurred or accrued from and after the date of turnover of possession of the Property to Tenant, whether caused by Tenant or third parties.

The term "hazardous substances" is used in its very broadest sense, and refers to materials which because of their quantity, concentration, or physical, chemical, or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of, or otherwise managed. The term shall include, but is not limited to, all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the state in which the Property is located under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), and the Federal Water Pollution Control Act (FWPCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), the Clean Air Act (CAA) and any and all other federal, state and local statutes or ordinances applicable to the protection of human health or the environment (the "Environmental Laws"). However, the foregoing requirements and limitations will not apply to products such as landscape fertilizer, cleaning and other products and materials that are in ordinary quantities and customarily used in the cleaning, maintenance and operation of residential and commercial facilities (the "Permitted Products"), but each party will in any event cause any Permitted Products to be held or used in accordance with all applicable Environmental Laws.

4. Maintenance; Taxes; Utilities

4.1 Tenant Maintenance. Tenant will be responsible for maintaining all the Property in good order, condition, repair, operating condition, working order and appearance, and in accordance with all applicable Legal Requirements and Environmental Laws, including without limitation the following:

4.1.1 Repair and maintenance of the gutters, and exterior walls (including painting);

4.1.2 Maintenance and repair of the septic system;

4.1.3 Repair and maintenance of water, gas and electrical services on the Property;

4.1.4 Repair and maintenance of the heating and air-conditioning system;

4.1.5 Repair and maintenance of all landscaping, driveways, parking lots, fences and signs located on the Property;

4.1.6 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 set forth below;

4.1.7 Repair and maintenance of the roof; and

4.1.8 Major repairs to the bearing walls, structural members, floor slabs and foundation.

4.2 Taxes and Assessments. Tenant is a public body and is exempt from taxation under ORS 307.166. Tenant intends to use the leased Property for its public purposes. Pursuant to ORS 307.166, it is expressly agreed that the rent payable by Tenant has been established to reflect the savings resulting from the exemption from taxation. Tenant agrees to file a claim for tax-exemption with the Curry County Assessor. In the event Tenant shall not obtain such an exemption, Tenant shall be responsible for and pay the real property taxes on the Property and on the improvements thereon, and Tenant shall be responsible for and shall pay for any taxes assessed against the personal property owned by Tenant or located on the Property.

4.3 Tenant's Election to Contest. Tenant may withhold payment of any tax or assessment on the Property if a good faith dispute exists as to the obligation to pay, so long as Landlord's property interest is not jeopardized. If the Property is subjected to a lien as a result of nonpayment, Tenant shall provide Landlord with assurances reasonably acceptable to Landlord that Tenant can and will satisfy the lien before enforcement against the Property.

4.4 **Utilities.** Tenant will be responsible for causing to be paid all charges for services and utilities incurred in connection with the use, occupancy and operation of the Property, including (without limitation) charges for electricity, gas, telephone service, water and sewer.

5. **Liens and Indemnification**

5.1 **Liens.** Tenant shall pay (or caused to be paid) as due all claims for work done on or for services rendered or material furnished to the Property, and shall keep the Property free from any liens which could result in foreclosure of Landlord's or Tenant's interest in the Property, except for financing by Tenant on its leasehold estate (which will bind Tenant's interest but not constitute a lien against Landlord's fee title). If Tenant fails to pay such claim or to discharge any lien, Landlord may elect (in its discretion) to do so after at least ten (10) days' written notice to Tenant of Landlord's intention to do so, and in that event, Landlord may collect back from Tenant the amount so paid, as additional rent. Amounts paid by Landlord shall bear interest and be repaid by Tenant as provided in paragraph 13.5 ("Cure of Tenant's Default") below. Such payment by Landlord shall not constitute a waiver of any right or remedy Landlord may have because of Tenant's default.

5.2 **Indemnification.** Tenant (the "Indemnitor") shall indemnify the Landlord (the "Indemnitee") from any loss, liability, claim of liability or expense (including reasonable attorneys' fees and litigation expenses) arising out of or related to the Property or Building and arising out of or related to (i) any violation of law by the Indemnitor or its owners, agents, independent contractors, invitees, trespassers and employees (the "Covered Persons"), (ii) for any loss, injury or damage to Tenant or to any other person, or to its or their property, caused upon or about the Property, irrespective of the cause of such injury, damage or loss except to the extent caused by or resulting from the intentional torts of Landlord, or (iii) any negligent action or inaction of the Indemnitor or its Covered Persons. Further, Landlord shall not be liable: (i) for any damage caused by other persons in, upon or about the Property, or caused by operations in construction of any work on the Property; or (ii) in any event for consequential damages, including lost profits of Tenant or any person claiming through or under Tenant. The provisions of this section shall survive the expiration or earlier termination of this Lease.

5.3 **Disclaimer of Landlord's Responsibilities.** Landlord shall not under any circumstances be liable to pay for any work, labor or services rendered or materials furnished to or for the account of Tenant, and no construction lien or other lien for such work, labor or services or material furnished shall attach to or affect the reversionary interest of Landlord in any building(s) or any construction, alteration, repair, or improvement erected or made by Tenant on the Property. Nothing contained in this Lease shall be deemed or construed in any way as constituting the request of consent of Landlord, either express or implied, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific construction, alteration, repair or improvement to or on the Property or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials on behalf of Landlord that would give rise to the filing of any lien against Landlord's interest in the Property.

6. Insurance; Restoration of Damage

6.1 **Liability Insurance.** Tenant (as to the Property, during the Term) shall continuously maintain, at its expense, commercial general liability ("CGI.") insurance with a combined single limit initially of \$2,000,000, or such greater amount approved by the parties as may from time to time customarily be furnished by tenants under comparable leases. Tenant shall name the Landlord as an additional insured, and the liability insurance will otherwise comply with paragraph 6.3 ("Form of Insurance") below.

6.2 **Casualty Insurance.** Tenant (as to the Property during the Term) shall continuously maintain, at Tenant's expense, commercial casualty insurance in order to keep the building on the Property insured at its full replacement value against fire and other risks covered by a standard casualty insurance policy. Tenant shall name the Landlord as an additional insured and the insurance policy will otherwise comply with paragraph 6.3 ("Form of Insurance") below.

6.3 **Form of Insurance.** All policies may be part of blanket coverage relating to properties owned or leased by Tenant. Tenant will deliver to Landlord certificates of such insurance coverage prior to or concurrent with Tenant's obtaining possession of the Property and thereafter, as to policy renewals, Tenant will deliver to Landlord certificates of coverage (or other confirmation of arrangements for coverage) within fifteen (15) days prior to the expiration of the term of each such policy. Tenant's insurance shall name Landlord as an additional insured. All of Tenant's insurance shall provide for thirty (30) days' written notice to Landlord prior to cancellation, non-renewal or material modification.

7. **Alterations.** Tenant shall not make or suffer to be made any alterations, additions, or improvements in, on, or to the Property or any part thereof which would require a building permit without the prior written consent of Landlord as provided below. In the event Landlord consents to the making of any such alterations, additions, or improvements by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications approved by Landlord, and any contractor or person selected by Tenant to make the same must first be approved in writing by Landlord.

8. Landlord's and Tenant's Property

8.1 **Landlord's Property:** All fixtures, carpeting, equipment, improvements and appurtenances attached to or built into the Property at the commencement of or during the term of this Lease, whether or not by or at the expense of Tenant, shall be and remain a part of the Property, shall be deemed the property of Landlord and shall not be removed by Tenant, except as provided herein; provided, that at Landlord's written request, Tenant shall, at its sole expense and upon termination of the Lease, remove those items specified by Landlord, including any or all fixtures, equipment, improvements, appurtenances and other personal property, which are deemed herein the property of Landlord. Tenant's covenant to remove property specified by Landlord shall survive the termination of this Lease.

8.2 **Tenant's Property:** All unattached business and trade fixtures, machinery and equipment, communications equipment and office equipment which are installed in the building or on the Property by or for the account of Tenant without expense to Landlord and which can be removed without structural damage to the building or Property and all furniture, furnishings (excluding window coverings) and other articles of movable personal property owned by Tenant and located in the building (herein collectively called "Tenant's Property") shall be and remain the property of Tenant and may be removed by Tenant at any time during the term of this Lease; provided, that if any of Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to the building or the Property resulting from the installation and/or removal thereof.

9. **Transfers by Tenant**

9.1 **Transfers Prohibited Without Consent.** Tenant shall not assign, pledge, hypothecate, encumber or otherwise transfer its leasehold interest and interest in the improvements on the Property without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion. An unauthorized transfer under this section shall be deemed a default of this Lease and entitle Landlord to terminate this Lease.

10. **Events of Default**

The following shall be "Events of Default":

10.1 **Unauthorized Transfer.** Tenant's assignment, pledge, sublease, encumbrance or other transfer of Tenant's leasehold interest or the building on the Property without the prior written consent of Landlord.

10.2 **Default in Other Covenants.** Failure of Tenant to comply with any other term or condition or fulfill any other obligation of this Lease, including all requirements prescribed in the Transfer Agreement, within thirty (30) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be remedied fully within the 30-day period, this requirement shall be satisfied if Tenant begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

11. **Remedies on Default**

11.1 Upon default, after expiration of notice and cure periods provided in Section 12, Landlord may exercise any one or more of the following remedies:

11.2 **Termination.** In the event of a default the Lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by 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 Property and remove any persons or personal 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.

11.3 **Re-letting.** Following reentry or abandonment, Landlord may re-let the property and in that connection may make any suitable alterations or refurbish the Property, or both, or change the character or use of the Property, but Landlord shall not be required to re-let for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Property or to any tenant that Landlord may reasonably consider objectionable. Landlord may re-let all or part of the Property, alone or in conjunction with other properties for a term longer or shorter than the term of this lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

11.4 **Damages for Default.** Landlord may recover all damages caused by the default. Landlord may sue periodically to recover damages as they accrue during the remainder of the lease term without barring a later action for further damages.

11.5 **Cure of Tenant's Default.** Without prejudice to any other remedy for default, Landlord may perform any obligation or make any payment required to cure a default by Tenant. The reasonable cost of performance, including reasonable attorneys' fees and all disbursements, shall immediately be repaid by Tenant upon demand, together with interest from the date of expenditure until fully paid at the rate of twelve percent (12%) per annum, but not in any event at a rate greater than the maximum rate of interest permitted by law.

11.6 **Other Remedies.** Landlord may exercise any other remedy available under applicable law. Landlord may terminate this Lease and take possession of the Property, and Landlord may pursue any other legal remedy for breach of contract, including (without limitation) specific performance, collection of damages, and collection of attorneys' fees and other costs and expenses.

12. **General Provisions**

12.1 **Modifications.** This Lease may not be modified except by endorsement in writing attached to this Lease, dated and signed by the parties. Neither party shall be bound by any statement of any agent or employee modifying this Lease, except for any person which the party has specifically designated in writing as its representative.

12.2 **Nonwaiver.** Waiver of performance of any provision shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.

12.3 **Succession.** Subject to the limitations on transfer of Tenant's interest, this Lease shall bind and inure to the benefit of the parties, their respective heirs, successors, and assigns.

12.4 **Entry by Landlord.** Landlord or its authorized representatives may enter the Property at any time without any restrictions from Tenant.

12.5 **Estoppel Certificates.** Within ten (10) days after receipt of written request, each party shall deliver a written statement to the requesting party stating the date to which the rent and other charges have been paid, whether the Lease is unmodified and in full force and effect, and any other matters that may reasonably be requested.

12.6 Attornment. For purposes of this Section, the term "Successor Landlord" shall mean any party that succeeds to the rights of Landlord under this Lease whether through foreclosure action or conveyance by deed, or any third party that succeeds to the rights of Landlord under this Lease by virtue of having purchased the Property at a foreclosure sale. The Successor Landlord shall accept Tenant's attornment, assume Landlord's obligations under the Lease and shall not disturb Tenant's quiet possession of the Property. Tenant shall attorn to and recognize such Successor Landlord as Tenant's Landlord under this Lease and shall properly execute and deliver any instrument that such Successor Landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as a direct Lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease and any modifications thereof.

12.7 Surrender of Premises. Upon the termination of this Lease for any reason whatsoever, Tenant shall promptly vacate the Property and deliver the same to Landlord in as good order and repair as said Property was at the commencement of this Lease, ordinary wear and tear excepted. All additions to or alterations of the Property, whether installed by Landlord or by Tenant, excluding Tenant's Property, shall at once become part of the realty and belong to Landlord. Tenant agrees to restore any damage caused by the removal of any property Tenant is entitled to remove pursuant to this section.

12.8 Notices. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications required or permitted by the terms hereof to be given (collectively "Notices") shall be given in writing and effective upon receipt. Notices may be served: by certified or registered mail, postage paid with return receipt requested; by private courier, prepaid; by telex, facsimile, or other telecommunication device capable of transmitting or creating a written record; or personally. Mailed Notices shall be deemed received three (3) business days after mailing, properly addressed. Couriers Notices shall be deemed received when delivered as addressed, or if the addressee refuses delivery, when presented for delivery notwithstanding such refusal. With respect to any notice sent by telex, facsimile or other telecommunication device, the term "receipt" will mean electronic verification that transmission to the recipient was completed, if such transmission occurs during the normal business hours, or otherwise on the next business day after the date of transmission. Personal delivery of Notices shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, Notices shall be delivered to the parties at the addresses first set forth above. From time to time any party may designate a new address for purposes of Notices hereunder by Notice to the other party. Delivery of the copy of any notice to the places to which copies are to be sent is not a precondition to the effectiveness of the notice as to the parties to this Lease. As used in this Lease, the term "business day" means a day, other than Saturday or Sunday and national holidays, on which banking institutions in Portland, Oregon are generally open for business to the public, and "normal business hours" means 9:00 a.m. to 5:00 p.m. on any such business day.

12.9 Attorney Fees. In the event suit or action is instituted to interpret or enforce the terms of this Lease, each party shall pay its individual share of attorney fees and court costs.

12.10 **Relationship of Parties.** The relationship of the parties to this Lease is that of landlord and tenant. Landlord is not a partner or joint venturer with Tenant in any respect or for any purpose in the conduct of Tenant's business or otherwise.

12.11 **Applicable Law.** The Property is located in the State of Oregon. The parties agree that the law of such State shall be applicable for purposes of construing and determining the validity of this Lease.

12.12 **Prior Agreements.** This Lease (including all exhibits, incorporated herein) is the entire, final, and complete agreement of the parties with respect to the matters set forth in this Lease, and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives with respect to such matters. If at any time this Lease Agreement and the Transfer Agreement terms are in any way contradictory, the Transfer Agreement terms shall control.

12.13 **Validity of Provisions.** If any of the provisions contained in this Lease shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.

12.14 **Merger of Estates.** In the event and at such time as Tenant may own and hold both the Landlord's and Tenant's interest under this Lease, this Lease will terminate automatically by merger of estates.

12.15 **Authorization of Lease: Facsimile or Email Signatures.** Each party covenants and warrants to the other that the person(s) executing this Lease on behalf of the party is duly authorized to execute and bind the party under this Lease. Facsimile or email transmission of any signed original document, and retransmission of such document, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or email transmitted signatures by signing an original document.

12.16 **Section Headings.** The headings to the sections and paragraphs of this Lease are included only for the convenience of the parties and shall not have the effect of enlarging, diminishing, or affecting the interpretation of its terms.

12.17 **Joinder in Instruments.** Upon reasonable request from time to time, Landlord shall join with Tenant in any conveyance, dedication, grant of easement or license or other instrument as shall be reasonably necessary or convenient to provide public utility service to the Property or in order to allow development or use of the Property by Tenant. Landlord shall not be required to incur any cost or expense by virtue of the provision of this paragraph.

12.18 **No Third-Party Beneficiaries.** Nothing in this Lease, express or implied, is intended to confer on any person, other than the parties to this Lease, any right or remedy of any nature whatsoever.

12.19 **Exhibits.** All exhibits and attachments to the Lease are hereby incorporated as part of the body of this instrument.

12.20 Representation of Counsel: This Lease was prepared by Garrett Homann Robertson P.C. which represents Curry County only in this matter. It is not representing Curry Community Health, individually or jointly, in the preparation of this Lease. Curry Community Health acknowledges that they have been advised of these facts and have the right to and is encouraged to seek independent legal counsel of such Curry Community Health's choice regarding its rights and obligations under this Lease. Curry Community Health acknowledges the right to negotiate the terms of this Lease and agrees that although this Lease was drafted by attorneys for Curry County, it shall not be interpreted or construed against any party. \

IN WITNESS WHEREOF, the undersigned has caused this Commercial Lease to be duly executed by an officer thereunto duly authorized as of the date and year first above written.

LANDLORD:

CURRY COMMUNITY HEALTH

By:

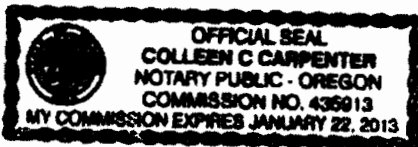
Robert A. Horel 1-22-13
Printed Named: ROBERT A. HOREL Date
Title: CHAIR

STATE OF OREGON)

) ss.

County of Curry)

This instrument was acknowledged before me on January 22, 2013
by Robert A. Horel.



Colleen C. Carpenter
NOTARY PUBLIC FOR OREGON
My Commission Expires: 1/22/13

TENANT:

CURRY COUNTY

By:

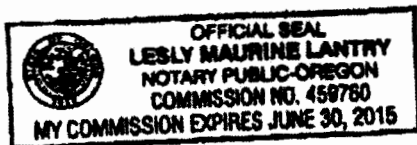
David Itzen 1/23/13
David Itzen, Commissioner Date

STATE OF OREGON)

) ss.

County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by David Itzen, Commissioner, Curry County Board of Commissioners.

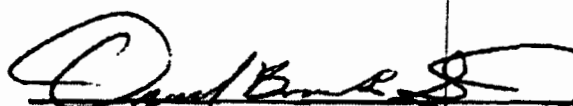


Lesly Lantry
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

COMMERCIAL LEASE

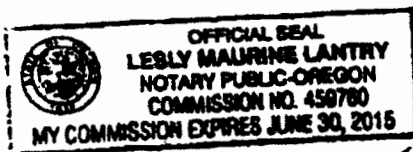
Page 11 of 13

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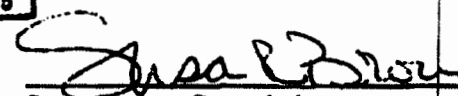
By:  1-23-13
David Brock Smith, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by David Brock Smith, Commissioner, Curry County Board of Commissioners.

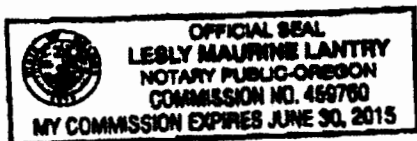



NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

By: 
Susan Brown, Commissioner Date

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on 1-23-13, 2013,
by Susan Brown, Commissioner, Curry County Board of Commissioners.



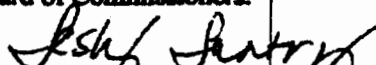

NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/30/15

EXHIBIT 1

Lots 3, 4, 5 and 7, Smith Tract, a subdivision recorded in Plat Book 1, Page 24, Town Plats of Curry County, City of Brookings, Oregon.

EXCEPTING therefrom the Easterly ten feet of said lots previously conveyed to the City of Brookings, for street improvements.

EXHIBIT F
PORT ORFORD LEASE



I, Renee' Kolen, County Clerk, certify that the
within document was received and duly recorded
in the official records of Curry County.

Renee' Kolen - Curry County Clerk



AFTER RECORDING RETURN TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, Oregon 97444

SEND TAX STATEMENTS TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444

COMMERCIAL LEASE

DATED: May 20, 2015

BETWEEN: Curry County, A Political Subdivision of the State of
Oregon
94235 Moore Street, Suite 122
Gold Beach, OR 97444 **LANDLORD**

AND: Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, Oregon 97444 **TENANT**

Landlord leases to Tenant the following described property
on the terms and conditions stated below:

The office building and lot which is located at 1403 Oregon
Street, Port Orford OR 97465 which is legally described in the
attached Exhibit "A", together with the established parking lot
on the premises.

SECTION 1. OCCUPANCY

1.1 Original Term. The term of this lease shall commence
on July 1, 2015, and continue through June 30, 2016.

1.2 Possession. Tenant's right to possession and

obligations under the lease shall commence on July 1, 2015.

SECTION 2. RENT

Basic Rent. Tenant shall pay to Landlord as rent the sum of \$1,000.00 per month, for use of the building, parking and the lot. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord.

SECTION 3. USE OF THE PREMISES

3.1 Permitted Use. The premises shall be used for office space for Curry Community Health and for no other purpose without the consent of Landlord, which consent shall not be withheld unreasonably.

3.2 Restriction on Use. In connection with use of the premises Tenant shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises and use and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance (unless such changes are required because of Tenant's specific use.)

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(c) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(d) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld. Notwithstanding the above, Tenant will be allowed to post signage identifying its' business.

SECTION 4. REPAIRS AND MAINTENANCE

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

(a) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundation.

necessary repairs to building or to the premises. At any time during the last two months of the term of this lease, Landlord may place and maintain upon the premises, notices for leasing or selling the premises, and in addition, before or after the work day or during lunch, may show the property to any prospective tenant or purchaser, upon 24 hours written notice.

15.8 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at 9% per annum from the due date until paid.

15.9 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

15.10 Utilities and Operations. Tenant shall be responsible for paying all utilities and all of the costs of operations related to the leased premises.

15.11 Parking. Tenant shall restrict the use of parking adjacent to the building for visitors to the building, and for its employees.

BOARD OF CURRY COUNTY COMMISSIONERS

LANDLORD


Susan Brown, Chair

5/20/15
DATE


Thomas Hudley, Vice Chair

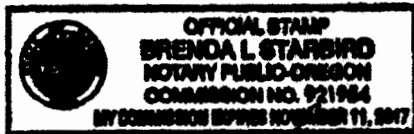
5/20/15
DATE


David Brock Smith, Commissioner

5/20/15
DATE

State of Oregon)
) ss
County of Curry)

Acknowledged before me this 20 day of May, 2015,
by Susan Brown, David Brock Smith, & Thomas
Andrey.



Brenda L. Starbird
Notary Public for: Oregon
My Commission Expires: 11-11-2017

TENANT [Signature]

Ken Dukek, CEO of CCH

DATE 5/13/2015

Exhibit "A"

**Situated in the City of Port Orford, County of Curry
and State of Oregon described as follows, to wit:**

Beginning at the Southeast corner of Block 119 described as follows:

Thence West along the North line of 14th Street, 80 feet; Thence North 50 feet; Thence at a right angle East 80 feet; Thence at a right angle South 50 feet to the point of beginning. In the town of Port Orford, now the City of Port Orford, according to the Plat of said Town of 1865, Curry County, Oregon.

11

FILED IN CURRY COUNTY
Renee' Kolen, County Clerk
Commissioners' Journal

CJ:2015-282
07/14/2015 2:45:38 PM
2 PAGES

CURRY COUNTY, OREGON 2015-02487
LAND
07/14/2015 03:19 PM
Cnt=1 Pgs=2 RECC \$82.00



I, Renee' Kolen, County Clerk, certify that the
within document was received and duly recorded
in the official records of Curry County.



Renee' Kolen - Curry County Clerk

AFTER RECORDING RETURN TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444

SEND TAX STATEMENTS TO:
Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444

EXTENSION OF COMMERCIAL LEASE

DATED: July 8, 2015

BETWEEN: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 123
Gold Beach, OR 97444

LANDLORD

AND Curry Community Health
94235 Moore Street, Suite 121
Gold Beach, OR 97444

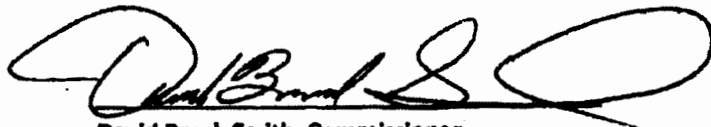
TENANT

It is hereby agreed to by and between the above-referenced parties that the Commercial Lease between them dated May 20, 2015, and filed in CJ: 2015-228 and in the Land Records as 2015-02162, for the office building and lot located at 1403 Oregon Street, Port Orford, Oregon, be extended an additional one year until June 30, 2017, under the same terms and conditions.

LANDLORD
BOARD OF CURRY COUNTY COMMISSIONERS


Susan Brown, Chair


Thomas Huxley, Vice Chair


David Brock Smith, Commissioner

State of Oregon)
)ss.
County of Curry)

Acknowledged before me this 8 day of July, 2015 by Susan Brown and
David Brock Smith

NOTARY PUBLIC OF OREGON: Brenda L. Starbird

TENANT

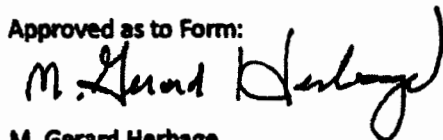
Curry Community Health

By:


Ken Dukek, CEO for Curry Community Health



Approved as to Form:



M. Gerard Herbage
Curry County Legal Counsel

CURRY COUNTY, OREGON 2017-02665
LAND 06/30/2017 11:14 AM
Cat=1 Pg=4 RECC \$72.00

FILED IN CURRY COUNTY
Renee' Kolen, County Clerk
Commissioners' Journal

CJ:2017-118
06/30/2017 9:44:53 AM
4 PAGES



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I, Renee' Kolen, County Clerk, certify that the
within document was received and duly recorded
in the official records of Curry County.

Renee' Kolen - Curry County Clerk



AFTER RECORDING RETURN TO:

Curry County, a Political Subdivision
Of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444

SEND TAX STATEMENT TO:

Curry Community Health
Attn: Ken Dukek
29692 Ellensburg Ave.
Gold Beach, Oregon 97444

EXTENSION OF 1403 OREGON STREET PROPERTY BUILDING LEASE

Dated: June 21, 2017

Between: Curry County, a Political Subdivision of the State of Oregon
94235 Moore Street, Suite 122
Gold Beach, Oregon 97444 **LANDLORD**

And: Curry Community Health
29692 Ellensburg Ave.
Gold Beach, Oregon 97444 **TENANT**

It is hereby agreed to by and between the above-referenced parties that the lease between them for the 1403 Oregon Street, property located in Port Orford, Oregon, filed in the Commissioners' Journal as CJ:2015-228, and previous extension of Lease filed in Commissioners' Journal as CJ: 2015-262 is extended until 9-30-17, under the same terms and conditions.

LANDLORD: Curry County Board of Commissioners


Thomas Huxley, Chair

6/21/17
Date


Sue Gold, Vice Chair

6/22/17
Date


Court Bolce, Commissioner

6-21-17
Date

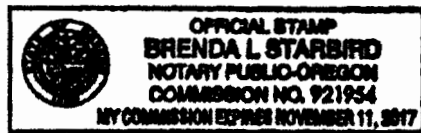
1 | Lease Extension CCH

State of Oregon)

) ss.

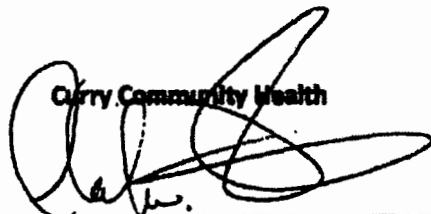
County of Curry)

Acknowledged before me this 21st & 22nd day of June, 2017 by
Thomas Huxley, Court Boice, & Sue Gold



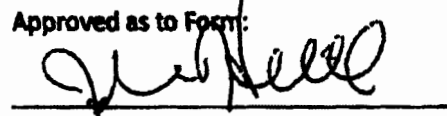
Brenda L Starbird
Notary Public of Oregon
My Commission Expires: 11-11-2017

TENANT:

Curry Community Health

Ken Dukek, CEO

JUNE 23/2017
Date

Approved as to Form:


John Hutt
Curry County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON

In the Matter of an Order)
Authorizing the Extension)
of a Commercial Lease with)
Curry Community Health (CCH))
for Property Located at 1403)
Oregon Street in Port Orford,)
Oregon)

ORDER NO. 20421

WHEREAS, on May 20, 2015, Curry County leased property located at 1403 Oregon Street, Port Orford, Oregon to Curry Community Health (CCH) for a term beginning on July 1, 2015, and continuing to June 30, 2016; and

WHEREAS, the underlying lease is filed with the Clerk as CJ2015-228 and recorded in the land records as 2015-02162; and

WHEREAS, on July 8, 2015, per Order No. 20210, Curry County authorized a lease extension, filed in Curry County as CJ:2015-262, to CCH under the same terms and conditions, and it is due to expire on June 30, 2017; and

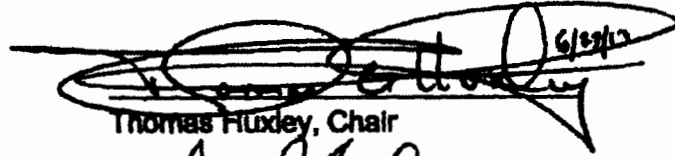
WHEREAS, CCH has requested a three-month extension through September 30, 2017; and

WHEREAS, the Board finds that pursuant to ORS 271.310 and ORS 271.360, that the public interest would be furthered by extension of the lease; and

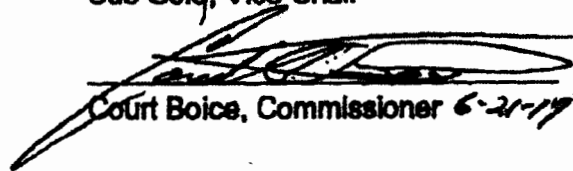
NOW, THEREFORE, THE BOARD OF CURRY COUNTY COMMISSIONERS HEREBY ORDERS that it is authorized to execute a three-month extension (until September 30, 2017) of the commercial lease with CCH under the same terms and conditions for the property located at 1403 Oregon Street, Port Orford, Oregon 97415.

DATED, this 7th day of June, 2017.

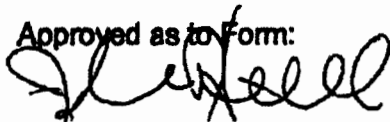
Board of Curry County Commissioners

 6/27/17
Thomas Huxley, Chair


Sue Gold, Vice Chair


Court Boice, Commissioner 6-27-17

Approved as to Form:



John Hutt
Curry County Counsel