

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MARION

AMY YEAGER AND DAN YEAGER,

Plaintiffs,

v.

TURTLE RIDGE WILDLIFE CENTER,  
INC., A DOMESTIC NONPROFIT  
CORPORATION,

Defendant.

Case No. 20LT04759

COMMERCIAL EVICTION COMPLAINT

(Tenancy Not Covered by ORS Chapter 90)

Fee Authority: ORS 21.135(1), (2)(g)

Plaintiffs allege as follows:

1.

Plaintiffs, Amy Yeager and Dan Yeager (Plaintiffs), own and live on the property located at 9483 Jackson Hill Rd SE, Salem, Oregon 97306.

2.

Defendant Turtle Ridge Wildlife Center Inc. (Defendant) is a domestic nonprofit corporation with its principal place of business in Marion County, Oregon.

3.

Defendant entered into a Lease Agreement ("Lease") with Plaintiffs on January 1, 2020, for 5 acres of the property located at 9438 Jackson Hill Rd SE Salem, Oregon 97306 ("Leased Premises"). The Leased Premises is in Marion County. The Lease term runs from January 1, 2020, for a term of twenty-five (25) years. A copy of the Lease is attached hereto as Exhibit 1 and its terms are incorporated herein by reference.



1 4.

2 On or about June 23, 2020, Plaintiffs' attorney delivered a 30-Day Notice of  
3 Termination of Tenancy to Defendant notifying Defendant that provisions under the  
4 Lease had been violated. In the notice Plaintiffs' specified those violations and stated that  
5 the lease would terminate on July 23, 2020 and after termination of the lease Defendant  
6 had 90 days to remove all buildings from the premises. A copy of the 30-Day Notice of  
7 Termination of Tenancy dated June 23, 2020, as attached hereto as Exhibit 2.

8 5.

9 Pursuant to Section 2 of the Lease, Defendant was leased only 5 acres and upon  
10 approval of the Plaintiffs could lease more, however Plaintiffs never approved anymore  
11 acres and Defendant is currently using approximately 7 acres which is a violation of this  
12 section.

13 6.

14 Pursuant to Section 14 of the Lease, no residential agreement exists and therefore  
15 Turtle Ridge is in violation of this provision because Defendant is allowing Employees to  
16 live on the property.

17 7.

18 Pursuant to Section 16 Defendant has violated the quiet and peaceful enjoyment  
19 of the premises by interfering with, and not allowing people to use the drive-way adjacent  
20 to the leased property; Turning off the circuit breaker to the pump house and locking out  
21 Plaintiffs' access to the breaker box; Demanding another tenant move her RV by  
22 claiming that Defendant was acting on behalf of the Plaintiffs; Confronting and  
23 interfering with a farm helper attempting to maintain the property near the Leased  
24 Premises; And without permission or notice to Plaintiffs, Defendant placed a padlock on  
25 the yard hydrant at the upper pasture water source.

26 //



1 8.

2 Pursuant to Section 17 Defendant has violated this section by moving people on  
3 the Leased Premises to live and has done electrical work on the house and property and  
4 has added additional structures on the Leased Premises without permission of the  
5 Plaintiffs in direct violation of the Lease.

6 9.

7 Pursuant to Section 21 Defendant has violated this section by not having  
8 commercial general liability insurance.

9 10.

10 Pursuant to Section 22 Defendant has violated this section by not providing  
11 Plaintiffs with a Certificate of Insurance showing coverage, and naming Plaintiffs as  
12 additional insured.

13 11.

14 Pursuant to Section 28 Defendant's lease does not include water rights and is  
15 using the Plaintiff's well in direct violation of this provision.

16 12.

17 Plaintiffs delivered a Cease and Desist letter dated August 6, 2020, to Defendant's  
18 attorney demanding that Defendants conform to the lease agreement and stop using  
19 Plaintiff's well. A copy of the Cease and Desist letter dated June 23, 2020, as attached  
20 hereto as Exhibit 3.

21 13.

22 Pursuant to Section 43 Defendant has violated this provision by engaging in and  
23 performing unlicensed and illegal veterinarian work on the Leased Premises. Nor has  
24 Defendant pulled any required permits for construction and alteration it is making to the  
25 Leased Premises.

26 //



14.

Defendants has committed waste on Plaintiffs property, as described above,  
allowing for termination of Defendant's lease pursuant to ORS 105.805.

15.

Defendant remains in possession of the Leased Premises.

16.

Defendant has breached the terms of the Lease.

17.

Based on Defendant's breach of the terms of the Lease, Plaintiff is entitled to  
possession of the Leased Premises.

WHEREFORE, Plaintiffs pray for possession of the Leased Premises.

DATE: August 20, 2020



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Keith Andreys, OSB #151999  
HLP Law PC  
495 State Street, Suite 400  
Salem, Oregon 97301  
(971) 239-5660  
keith@hlplawpc.com



## **COMMERCIAL LEASE AGREEMENT**

**THIS LEASE (this "Lease") dated this 1st day of January, 2020**

**BETWEEN:**

**Dean and Amy Yeager**

**9663 Jackson Hill Rd. SE Salem, OR 97306**

(the "Landlord" or Lessor)

OF THE FIRST PART

**- AND -**

**Turtle Ridge Wildlife Center, Inc**

**PO Box 768, Salem, Oregon, 97308-0768**

(the "Tenant" or Lessee)

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### **Definitions**

1. When and if used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

- i. purposefully left blank
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenant of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

d. Purposefully left blank

e. "Premises" means the buildings and land at 9483 Jackson Hill Rd. Salem, OR 97306 and adjacent tax lots for use as agreed upon which are located approximately as shown in red on Schedule 'A' attached to and incorporated in the Lease”;

f. Purposefully left blank

g. "Rent" means the total of Base Rent and Additional Rent.

**Leased Premises**

- 2. The Landlord agrees to lease to the Tenant the buildings and approximately 5 acres of the property municipally described as 9483 Jackson Hill Rd. SE Salem, OR, (the "Premises") which is located approximately as shown in red on Schedule "A" attached to and incorporated in the Lease. The Premises are more particularly described as follows:  
The Premises will be used for only the following permitted use (the "Permitted Use"):  
Operation of a licensed nonprofit wildlife rehabilitation center. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.

**Term**

- 3. The term of the Lease commences at 12:00 noon on 1/1/2020 and ends at 12:00 noon on 1/1/2045 OF LEASE.
- 4. Notwithstanding that the term of this Lease commences on DATE OF BEGINNING OF LEASE.

5. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

### **Rent**

6. Subject to the provisions of this Lease, the Tenant will pay rent of \$800 a month for 5 years upon which a review will be made with open market rent considered. Rent to be paid at the first of every month.
7. N/A

### **Operating Costs**

8. As agreed with Lessor and tenant ability, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").
9. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.
10. Operating Costs will also not include the following:

- a. any increase in insurance premiums to the center as a result of business activities of other Tenants;
- b. the costs of any capital replacements;
- c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
- d. structural repairs unless caused by the negligence of the tenant
- e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
- f. costs incurred for repairs or maintenance for the direct account of the tenant unless such damage is caused by the negligence of the tenant.
- g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or
- h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.

11. Purposefully left blank

12. Purposefully left blank

### **Landlord's Estimate**

13. Purposefully left blank

### **Use and Occupation**

- 14. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Turtle Ridge Wildlife Center and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and



during such hours of business as may be determined from time to time by the Tenant.

15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

### **Quiet Enjoyment**

16. The Landlord covenants that on paying the Base Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

### **Tenant Improvements**

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
  - a. removing or adding walls, or performing any structural alterations;
  - b. changing the method of heat and used on the Premises as well as installing additional electrical wiring or heating units;
  - c. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or
  - d. affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

### **Utilities and Other Costs**

18. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, telephone, trash collection, gas and Internet.

### **Insurance**

19. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss and the Landlord assumes no liability for any such loss. The Tenant is advised that, insurance coverage is required by the Tenant.

20. The Tenant is responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss unless such damage or loss occurs due to the negligence of the Tenant.
21. The Tenant is responsible for insuring the Premises by way of Commercial General Liability Insurance and Professional (Errors or Omissions) Liability Insurance in an amount not less than \$1,000,000 per occurrence for the benefit of the Tenant and the Landlord.
22. The Tenant will provide proof of such insurance to the Landlord by means of a Certificate of Insurance . Such proof of insurance will include clauses adding Landlord as "Additional Insured". Tenant shall hold Landlord harmless and will indemnify Landlord in any lawsuit or complaint alleging negligence of the Tenant or Landlord arising from the Tenant's use of the premises.

### **Governing Law**

23. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon, without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

24. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Oregon (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

### **Assignment and Subletting**

25. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will terminate this Lease.

### **Additional Provisions**

26. Lease of property and building does not constitute that the site is approved by ALL applicable land use and zoning laws.

Should it be determined by a governmental authority that the leased premises is not operating as an allowed occupancy in accordance with county zoning, the lease will terminate as follows:

Unauthorized operations will terminate in conformity to any time limit placed by such jurisdiction

Lessor will allow Tenant a 90 days to vacate the premises following cease of operations upon which time the lease will terminate.

27. Lessee understands that the expenses invested by TRWC toward leased building improvements, utilities, septic, well, pump, pump house, fencing, and non-portable structures were solely for its benefit while operating in and on the leased building and property. Those expenses were undertaken without any lease considerations. Upon the termination of the lease, the building and site improvements listed above have no value to the owner.

28. Lease does not include water rights.

The well installed by Tenant is for Tenant's usage and lessee does not guaranty its safety or adequacy nor that owner has any obligation to provide other water service should the well not be adequate for Tenant's usage. Upon lease-end the pump house and well will become the property of owner.

29. All improvements to the leased building are the property of Tenant and shall become the property of owner at lease-end.

30. All personal property of Tenant is and will remain property of Tenant

31. All portable buildings installed by Tenant at Tenant expense are the property of Tenant and shall be removed from the premises within 90 days of lease-end. If the buildings are not removed, they will become the property of the owner. As

they have no value to owner they may be destroyed at owner's discretion and expense.

32. All sub-surface utilities installed by and for use of Tenant shall be maintained by Tenant at its own expense and will become the property of owner at lease-end.
33. Fencing installed by Tenant shall become the property of owner at lease-end.
34. Septic system installed by Tenant shall be maintained at Tenant's expense and shall be kept in proper working order. Maintenance shall include pumping at 5-year intervals. Lessee shall provide owner proof of pumping and inspection of septic tank upon request.
35. Driveway used in common by Tenant and owner shall be maintained by owner.

Tenant shall share in the cost of crushed rock for the portion of the driveway only extending as far as the fence line bordering the the property leased to Tenant.

36. Tenant shall be responsible for maintaining proper groundwater control in order to prevent damage to leased building.

Should the building improvements be damaged by water, it shall be Tenant's financial responsibility to take steps to mitigate damage and undertake repairs.

37. Premises shall be maintained to be "pleasing to the eye" to that order:

All waste shall be placed in closed containers.

Regular, adequate garbage service is to be provided at lessee expense.

No trash or other waste shall be allowed to accumulate on the premises.

Grounds shall be properly maintained by mowing, weeding, and clearing to not only provide better appearance, but to minimize fire danger.

38. Tenant shall comply with all rules and regulations by local, state, and federal agencies for operating a native species wildlife rehabilitation facility.
39. It is a condition of this lease that no "dangerous animals" are allowed on the premises. "Dangerous animals" includes, but is not limited to: mountain lions, bears, wolves, and poisonous reptiles.
40. Lessee shall undertake whatever means necessary to prevent water damage to the leased premises caused by freezing of pipes, discharge from appliances, and groundwater.

#### **Care and Use of Premises**

41. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
42. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other Tenants.
43. The Tenant will not engage in any illegal trade or activity on or about the Premises.
44. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

#### **Surrender of Premises**

45. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

#### **Hazardous Materials**

46. Tenant shall be primarily responsible for any and all damage to the property or environment due from exposure to, escape of, and inadequate storage, use, and control of any substances considered to be Hazardous materials and shall indemnify and hold harmless landlord from any costs, penalties, or fines from tenants actions or oversights.
47. Purposefully left blank

#### **Rules and Regulations**

48. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

#### **General Provisions**

49. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

50. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

51. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this \_22nd day of January, 2019.

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
LESSOR' NAMES (Landlord)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Turtle Ridge Wildlife Center, Inc (Tenant) by  
its Board President

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495 State St, Ste. #400  
Salem, OR 97301  
Phone: (971) 239-5660  
Fax (971) 239-5659



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HLP Law PC

Joshua B. Lay-Perez  
Keith J. Andreys  
Staci N. Johnson  
Info@HLP LawPC.com

**PERSONAL SERVICE AND/OR POSTING AT LEASED PREMISES**

**DATE OF SERVICE: Tuesday June 23, 2020**

Turtle Ridge Wildlife Center, Inc.  
PO Box 768  
Salem, Oregon 97308-0768

Re: Commercial Lease of 9483 Jackson Hill Road, Salem, Oregon 97306

**30 DAY NOTICE OF TERMINATION OF TENANCY**

To Whom It May Concern:

Please accept this letter as notice that Turtle Ridge Wildlife Center, Inc. ("Turtle Ridge," or "Tenant") is currently in violation of its lease agreement with Dean and Amy Yeager ("Landlord"). The Landlord has elected to terminate Turtle Ridge's lease for the above referenced property.

**Turtle Ridge's lease will terminate at 11:59pm Thursday July 23, 2020, which is at least 30-Days from the date of this notice.**

Any personal property remaining on the premises will be considered abandoned and notice will be provided pursuant to Oregon Law and the terms of the lease agreement.

Pursuant to Section 31 of the lease agreement, 90 days after lease termination, all buildings not removed shall become property of the Landlord, and Landlord may destroy at its discretion and expense.

Section 2 of the lease agreement states the Permitted Use for the property is as follows:

“Operation of a licensed nonprofit wildlife rehabilitation center. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.”

Violations of the lease agreement include, but are not limited to:

- Section 2. The lease is for approximately 5 acres of property. In violation of the lease agreement, Turtle Ridge is currently occupying and/or using about 7 acres of the property and continues to encroach on Landlord property not included in the lease agreement.
- Section 14. In violation of the lease agreement, Turtle Ridge is using the premises to provide housing to its employees, and/or others. No residential component exists in the lease agreement.
- Section 16. In violation of the lease agreement, Turtle Ridge is not peacefully nor quietly holding or enjoying the premises and have disrupted the quiet and peacefully enjoyment of the Landlord and other tenants on the property. The following is an exhaustive list of violations:
  - Interfering with, and not allowing people to use the drive-way adjacent to the leased property.
  - Turning off the circuit breaker to the pump house and locking out Landlords from access to the breaker box.
  - Demanding another tenant move her RV by claiming that Turtle Ridge was acting on behalf the Landlord. Turtle Ridge has never had authority to make demands from other tenants.
  - Turtle Ridge confronted and interfered with a farm helper attempting to maintain the property near the lease property.
  - Without permission or notice to Landlords, Turtle Ridge placed a padlock on the yard hydrant at the upper pasture water source.
- Section 17. In violation of the lease agreement, Turtle Ridge has moved people onto the property for the purpose of using the property as a residence and has done electrical work on the house and property and added additional structures to the property without any Landlord permission.



- Section 28. In violation of the lease agreement, Turtle Ridge is currently using water from Landlord's well, without any authority to do so. The lease agreement expressly states that the "Lease does not include water rights."
- Section 43. On information and belief, in violation of the lease agreement Turtle Ridge is engaged in performance of unlicensed and illegal veterinarian work on the premises. Turtle Ridge has not pulled any required permits for construction and alterations it is making to the premises.

**Turtle Ridge's lease will terminate at 11:59pm Thursday July 23, 2020, which is at least 30-Days from the date of this notice.**

Any personal property remaining on the premises will be considered abandoned and notice will be provided pursuant to Oregon Law and the terms of the lease agreement.

Pursuant to Section 31 of the lease agreement, 90 days after lease termination, all buildings not removed shall become property of the Landlord, and Landlord may destroy at its discretion and expense.

Sincerely,

A handwritten signature in black ink, appearing to read 'KJA', with a stylized flourish extending from the 'K'.

Keith J. Andreys



HLP Law PC

495 State St, Ste. #400  
Salem, OR 97301  
Phone: (971) 239-5660  
Fax (971) 239-5659

Joshua B. Lay-Perez  
Keith J. Andreys  
Staci N. Johnson  
Info@HLP LawPC.com

August 6, 2020

VIA Email  
[gcook@kimandcooklaw.com](mailto:gcook@kimandcooklaw.com)

R. Grant Cook  
Kim & Cook Law  
500 Liberty Street SE, Suite 330  
Salem, Oregon 97301

Re: Turtle Ridge Wildlife Center – Water Usage

## CEASE AND DESIST

Dear Mr. Cook,

As you know, I represent Amy and Dean Yeager.

Due to the amount of water that Turtle Ridge has been using, the well and pump on the Yeager's property are at risk of failure. Please inform you client to CEASE AND DESIST using any water from the well.

This is exactly the reason that Turtle Ridge was expressly denied water rights and were required to dig their own well. The current well and pump are not designed for the amount of the water that Turtle Ridge is using.

Use of the Yeager's well is an express violation of the lease agreement, should the well and pump fail, the Yeager's will seek damages from Turtle Ridge.

Thank you.

Sincerely,

Keith J. Andreys