

**RESOLUTION NO. 2053**

A RESOLUTION OF THE CITY COUNCIL OF ST. HELENS, OREGON, AUTHORIZING AMENDMENT NO. 2 TO THE PURCHASE AND SALE AGREEMENT OF PROPERTY AT 1300 KASTER ROAD, ACCOUNT NOS. 13249 AND 13215, AND AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO TAKE APPROPRIATE STEPS TO EFFECTUATE CLOSING OF THE SALE OF PROPERTY

**WHEREAS**, pursuant to Resolution No. 2020, the City of St. Helens declared the property located at 1300 Kaster Road, Account Nos. 13249 and 13215 (the "Property") surplus and satisfied the required process set forth in ORS 221.725, by publishing a notice of the proposed sale in a newspaper of general circulation in the City, holding a public hearing to receive comments from any resident regarding the sale of the Property, and disclosing at the public hearing the nature of the proposed sale and the general terms thereof, including an appraisal or other evidence of the market value of the Property; and

**WHEREAS**, pursuant to Resolution No. 2020, the City of St. Helens authorized the sale of the Property to Arcadia Paper Mills, LLC, and authorized the City Administrator to take appropriate steps to complete the sale according to the terms negotiated; and

**WHEREAS**, the City (the "Seller") and Arcadia Paper Mills, LLC, (the "Buyer") (together referred to as the "Parties") entered into a Purchase and Sale Agreement, dated August 30, 2024, for the Property, which authorized the Buyer a period of time to conduct a due diligence assessment of the Property; and

**WHEREAS**, on February 19, 2025, the Parties entered into a First Amendment to the Purchase and Sale Agreement for the Property; and

**WHEREAS**, the Parties have negotiated a Second Amendment to the Purchase and Sale Agreement for the Property, which the Parties now seek to execute; and

**WHEREAS**, the Parties desire to proceed with the Purchase and Sale of the Property and effectuate closing under the terms and conditions as negotiated.

**NOW THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:**

1. The City Administrator is authorized and directed to execute Amendment No. 2 to the Purchase and Sale Agreement, which is attached hereto.

2. The City Administrator is authorized and directed to take appropriate steps to complete and effectuate the closing of the Purchase and Sale of Property located at 1300 Kaster Road to Arcadia Paper Mills, LLC, including finalizing all related documents, in accordance with the Purchase and Sale Agreement and Amendments No. 1 and No. 2.
3. This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** by the City Council on this 28<sup>th</sup> day of August 2025 by the following vote:

Ayes:

Nays:

Abstains:

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Jennifer Massey, Mayor

ATTEST:

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Kathy Payne, City Recorder

## SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**Amendment**”), dated August \_\_, 2025 (the “**Amendment Effective Date**”), is entered into by and between:

1. **ARCADIA HOLDINGS, LLC**, an Oregon limited liability company (“**Purchaser**”);  
and
2. **THE CITY OF ST. HELENS, OREGON**, an Oregon municipal corporation (“**Seller**”).

The Purchaser and Seller are referred to herein as, the “**Parties**” and each, individually as, a “**Party**.”

WHEREAS, Purchaser’s predecessor-in-interest, Arcadia Paper Mills, LLC (“**Original Purchaser**”) and Seller entered into that certain Real Estate Purchase and Sale Agreement dated August 30, 2024 (as amended, the “**Agreement**”), as amended by that certain First Amendment thereto dated February 19, 2025 (“**First Amendment**”), with respect to certain real property described therein, located in St. Helens, Columbia County, Oregon;

WHEREAS, Original Purchaser assigned its right, title and interest into the Agreement to Purchaser pursuant to the Assignment and Assumption Agreement attached to this Amendment as **Exhibit A-1**, notice of such assignment was delivered to Seller pursuant to the notice attached hereto as **Exhibit A-2**, and Seller has consented to such assignment in reliance of the assignment materials provided by Purchaser and Original Purchaser; and

WHEREAS, Seller and Purchaser desire to amend the Agreement to as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises of the parties as set forth herein, Seller and Purchaser hereby agree as follows:

1. **Recitals; Definitions.** The foregoing Recitals are incorporated into and made a part of this Amendment. All capitalized terms not defined in this Amendment have the meanings ascribed to them in the Agreement. All references to the “**Agreement**” contained in this Amendment and in the Agreement shall refer to the Agreement as amended by this Amendment.

2. **Legal Description of the Land.** The PSA is hereby amended to reflect that all approval processes for the final configuration of the Land have been completed, and the legal description attached hereto as **Exhibit B** describes the boundaries of the Land that is to be conveyed pursuant to the PSA. **Exhibit B** supersedes all other, prior descriptions of the boundaries of the Land (whether via the Approved Survey or otherwise) among the parties. Seller has provided Purchaser with a copy of the Approvals related to the final configuration of the Land (as approved in this Section 2), and Purchaser has approved of all applicable conditions to such Approvals.

Purchaser and Seller further agree that, to the extent it is necessary or becomes necessary post-Closing to engage in any further property line adjustments or to record any partitions in order to ensure the legality of the lots created by the property line adjustment process used to configure

the Land pursuant to the Agreement, Seller shall pursue such adjustments or partitions and Purchaser shall reasonably cooperate with Seller's efforts, including signing such applications, owner approvals, and other filings and materials necessary to carry out activities. The terms of this subsection shall survive the Closing.

3. **Seller Financing; Additional Transaction Terms.** The Parties agree to substitute the entirety of the existing text of Section 8(b) with the replacement Section 8(b) attached to this Amendment as **Exhibit C-1**. Attached hereto as **Exhibit C-2** is a redline reflecting the revisions to the original Section 8(b) made pursuant to this Amendment.

4. **No Third-Party Beneficiaries.** Section 34 ([Intentionally Omitted]) is hereby deleted and replaced with the following:

"34. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns. Nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement."

5. **Allocation of Purchase Price.** The Parties agree that the Purchase Price has been allocated as follows: \$5,000,000 of the Purchase Price is allocated to the Real Property, and (ii) \$2,500,000 of the Purchase Price is allocated to the Personal Property, Intangible Personal Property, and Plans and Specifications.,

6. **Modification of Payment and Seller Financing Terms.**

(a) **Payment at Closing.** Section 3(a) of the PSA is hereby amended to delete the reference to a \$3,500,000 payment at Closing by Purchaser and instead provide that Purchaser shall make a part payment of the Purchase Price in the amount of Four Million Five Hundred Sixty Seven Four Hundred Thirty Six and 72/100 Dollars (\$4,567,436.72), such amount being payable by wire transfer in immediately available federal funds at Closing.

(b) **Return of Deposit.** Section 3(b) of the PSA is hereby amended to provide that, if the transaction Closes, the Deposit shall be returned to Purchaser at Closing (to the extent not applied against Purchaser's closing costs at Closing), rather than being applied as a credit against the PSA. The remaining provisions of Section 3(b) of the PSA remain unaffected by the foregoing.

(c) **Seller Loan.** Section 3(c) of the PSA is hereby amended to provide that the Promissory Note deliverable to Seller at Closing (as part of the partial seller financing contemplated by the PSA) shall be in an amount equal to the balance of the Purchase Price remaining due and owing after giving effect to (i) application of Purchaser's \$4,567,436.72 payment at Closing contemplated by Section 3(a); and (ii) any adjustments to the Purchase Price that are made on account of Closing prorations contemplated by the PSA.

(c) **Amendment to Seller Financing Documentation.** "Exhibit 8(a)-1" to the PSA is replaced with the version of such exhibit attached to this Amendment as **Exhibit D-1**.

“Exhibit 8(a)-2” to the PSA is replaced with the version of such exhibit attached to this Amendment as **Exhibit D-2**.

7. **Bill of Sale**. Seller agrees that Purchaser shall be permitted to identify a different entity (from itself) to receive conveyance of the Personal Property pursuant to the Bill of Sale to be delivered at Closing pursuant to the PSA.

8. **Reaffirmation of Agreement**. All other terms and conditions of the Purchase and Sale Agreement remain as agreed upon and are hereby reaffirmed. This Second Amendment shall be deemed to be incorporated into the PSA and subject to all other terms and conditions therein.:

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the Purchase and Sale Agreement, effective as of the Effective Date defined above.

**SELLER:**

**PURCHASER**

**CITY OF ST. HELENS, OREGON**  
An Oregon municipal corporation

**ARCADIA HOLDINGS, LLC**  
An Oregon limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Executed: \_\_\_\_\_

**Exhibit A-1**

**ASSIGNMENT AGREEMENT**

*[See Attachment]*

**Exhibit A-2**

**Notice to Seller of Assignment**

*[See Attachment]*



**Exhibit B**

**Final Legal Description of the Land**

*[See Attachment]*

**Exhibit C-1**

**Replacement PSA Section 8(b) – Clean Copy**

*[See Attachment]*

**Exhibit C-2**

**Replacement PSA Section 8(b) – Clean Copy**

*[See Attachment]*

**Exhibit D-1**

**Replacement Exhibit 8(a)-1 (Promissory Note Form)**

*[See Attachment]*

**Exhibit D-2**

**Replacement Exhibit 8(a)-2 (Deed of Trust Form)**

*[See Attachment]*