

GROUND LEASE

OF SAND ISLAND MARINE PARK

BETWEEN:

THE CITY OF ST. HELENS, OREGON,
AN OREGON MUNICIPAL CORPORATION

AND:

ST. HELENS SAND ISLAND CAMPGROUND, LLC
AN OREGON LIMITED LIABILITY COMPANY

DATED:

April 3, 2019

TABLE OF CONTENTS

RECITALS:	1
ARTICLE 1 THIS LEASE	2
1.1 LEASE	2
1.2 TERM	2
1.3 USE	4
1.4 RENT	4
1.5 TENANT TAKING CITY PARK AND SHUTTLE BOAT “AS-IS-WHERE-IS”	5
1.6 ENVIRONMENTAL CONDITIONS	5
ARTICLE 2 INITIAL CONSTRUCTION OF THE PROJECT	6
2.1 REHABILITATION OF EXISTING IMPROVEMENTS	6
2.2 PARKING	6
2.3 PERMITS, LICENSES, AND PLAN APPROVALS	7
2.4 LIENS	7
ARTICLE 3 MAINTENANCE AND OPERATIONS	7
3.1 MAINTENANCE AND OPERATION	7
3.2 CONTINUOUS OPERATIONS PERIOD AND ONSITE HOST	9
3.3 CUSTOMER RENTAL RATES	9
ARTICLE 4 DOCKS AND SHUTTLE BOAT	9
4.1 MAINTENANCE OF DOCKS AND USE OF MAP FUNDS	9
4.2 OPERATION OF DOCKS	9
4.3 SHUTTLE BOAT	9
4.4 LEGAL TITLE TO THE SHUTTLE BOAT	10
4.5 SHUTTLE SCHEDULE; AGREEMENTS WITH SH MARINA	10
ARTICLE 5 INSURANCE	11
5.1 TENANT’S INSURANCE	11
5.2 GENERAL REQUIREMENTS	12
5.3 EVIDENCE OF INSURANCE	12
5.4 INCREASES IN INSURANCE	12
ARTICLE 6 EXPANSIONS AND DSL UPLANDS	12
6.1 EXPANSIONS AT CITY PARK	12
6.2 DSL UPLANDS	13
ARTICLE 7 ESTOPPEL CERTIFICATES	13
ARTICLE 8 REPRESENTATIONS AND WARRANTIES	13
8.1 REPRESENTATIONS AND WARRANTIES OF LANDLORD	13
8.2 REPRESENTATIONS, WARRANTIES AND COVENANTS OF TENANT	14
ARTICLE 9 EMINENT DOMAIN	15
9.1 TOTAL CONDEMNATION	15
9.2 PARTIAL CONDEMNATION	15
9.3 TEMPORARY TAKING	15

ARTICLE 10 DAMAGE OR DESTRUCTION.....	15
10.1 DAMAGE OR DESTRUCTION TO LEASED CITY PARK.	15
10.2 RIGHT TO TERMINATE.	15
ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES	16
11.1 DEFAULT BY TENANT.	16
11.2 REMEDIES UPON DEFAULT BY TENANT.	16
11.3 DEFAULT BY LANDLORD.	16
11.4 REMEDIES UPON DEFAULT BY LANDLORD.	16
ARTICLE 12 QUIET ENJOYMENT AND POSSESSION.....	17
12.1 QUIET ENJOYMENT.	17
12.2 INSPECTION.	17
ARTICLE 13 VACATION OF LEASED CITY PARK	17
ARTICLE 14 RESERVED.....	17
ARTICLE 15 TRANSFERS.....	17
ARTICLE 16 GENERAL INDEMNIFICATION	17
ARTICLE 17 RESERVED.....	18
ARTICLE 18 MISCELLANEOUS PROVISIONS	18
18.1 ENTIRE AGREEMENT, MODIFICATIONS.	18
18.2 GOVERNING LAW AND CHOICE OF VENUE.	18
18.3 BINDING EFFECT.	18
18.4 SEVERABILITY.	18
18.5 FURTHER ASSURANCES.	18
18.6 CAPTIONS.	18
18.7 INTERPRETATION OF LEASE.	19
18.8 CALCULATION OF TIME PERIODS.	19
18.9 EXHIBITS.	19
18.10 RIGHTS CUMULATIVE.	19
18.11 NOTICES.	19
18.12 COUNTERPARTS.	20
18.13 TIME OF ESSENCE.	20
18.14 RECORDING OF LEASE.	20
18.15 NO THIRD-PARTY BENEFICIARIES.	20
18.16 LANDLORD ACTING IN PROPRIETARY CAPACITY.	20

GROUND LEASE

DATED: As of April 3, 2019 ("Effective Date")

BETWEEN:

CITY OF ST. HELENS, Oregon, ("Landlord")
an Oregon municipal
corporation

AND

ST. HELENS SAND ISLAND ("Tenant")
CAMPGROUND, LLC,
an Oregon limited liability
company

THIS GROUND LEASE ("**Lease**") is dated as of the Effective Date and is between Landlord and Tenant.

RECITALS:

A. Landlord currently owns and operates Sand Island Marine Park, situated on a portion of Sand Island, in the City of St. Helens, county of Columbia, and State of Oregon, and shown on the assessor's map on Exhibit A (the entire island, "**Sand Island**"). Sand Island Marine Park, the portion of Sand Island owned by Landlord, is the western portion of Sand Island (to the west of the mapped line running relatively north-south) marked as "CITY PARK" on Exhibit A (collectively with the Existing Improvements, defined below, the "**City Park**"). The Oregon Department of State Lands ("**DSL**") owns the balance of Sand Island to the east of the mapped line (the "**DSL Uplands**").

B. The City Park is approximately 20 acres in size and currently has 37 campsites, numerous nature trails, the Docks, defined below, and restrooms (along with any other improvements existing at the City Park as of the Effective Date, the "**Existing Improvements**").

C. The City Park is accessible via existing concrete boat docks owned by Landlord (the "**Docks**"). Landlord receives approximately five thousand dollars (\$5,000) annually from the Oregon State Marine Board's Maintenance Assistance Program ("**MAP**") for maintenance of the Docks and related improvements.

D. Landlord also owns a 22-foot pontoon boat, including its trailer, engines, and all other appliances, parts, additions, accessories, instruments, components, and other items of equipment installed thereon as of the Effective Date, and all required log books and records (collectively, the "**Shuttle Boat**") which has been used in the past to provide access the City Park. Landlord desires to transfer the Shuttle Boat to Tenant for use in the Project. Tenant may use the existing Shuttle Boat or a replacement Shuttle Boat to operate the Project.

E. Tenant is an affiliate of St. Helens Marina, LLC, an Oregon limited liability company (“**SH Marina**”), which operates a marina across the water of the Columbia River from Sand Island. Tenant will enter into agreements with SH Marina to use the docks and other facilities at SH Marina for the loading, parking, and queuing for the Shuttle Boat operations.

F. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the City Park. Tenant will manage, operate, and maintain the City Park pursuant to the terms of this Lease, including rehabilitating and utilizing the Existing Improvements and installing and maintaining picnic tables, fire rings, and tent pads at each campsite, as needed, operating and maintaining the Shuttle Boat (or a replacement Shuttle Boat) for access to the City Park, and providing additional Parking, defined below (collectively, the “**Project**”).

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of Landlord and Tenant set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

ARTICLE 1 THIS LEASE

1.1 Lease. Subject to the terms and conditions hereof, Landlord hereby leases to Tenant the City Park and Tenant hereby agrees to lease the City Park from Landlord.

1.2 Term.

1.2.1 This Lease shall become effective on the Effective Date, and, unless earlier terminated in accordance with its terms, shall remain in full force and effect throughout the Initial Term and any Extended Terms, as defined below. The Initial Term and any Extended Terms are collectively referred to as the “**Term**” of this Lease.

1.2.2 The “**Initial Term**” of this Lease shall begin on the Effective Date, and, unless sooner terminated pursuant to the provisions of this Lease, shall continue until the day which is ten (10) years from the Effective Date.

1.2.3 Tenant shall have the right to extend the Term for two (2) additional five (5) year periods after the Initial Term (each an “**Extended Term**”), in accordance with this Section 1.2.3. To exercise its right to extend the Term, Tenant must deliver a written extension notice to Landlord prior to the date which is six (6) months prior to expiration of the then-current Term (the “**Extension Notice Deadline**”), provided that if a Tenant Default as defined in Section 11 of this Lease exists as of the as of the Extension Notice Deadline, Tenant shall not have the right to extend the Term, even if an extension notice was given before the occurrence of such Tenant Default. The terms of the Lease during any Extended Term will be the same terms and conditions applicable during the Initial Term. If Tenant fails to deliver a written extension notice before the Extension Notice Deadline, or if there is an ongoing Tenant Default as of the Extension Notice Deadline, this Lease will automatically terminate at the expiration of the then-current Initial Term or first Extended Term, as the case may be, Tenant will have no further rights to renew or extend the Term, and this Lease will be of no further force and effect except to the extent that a provision of this Lease provides that it is to survive termination or expiration of this Lease.

1.2.4 If Tenant exercises its right to extend the Term for both of the two (2) Extended Terms, Tenant may deliver a written notice (the “**Extension/Purchase Notice**”) to Landlord prior to the date which is six (6) months prior to expiration of the then-current Term (the “**Extension/Purchase Notice Deadline**”) requesting that Landlord, in Landlord’s sole and absolute discretion, elect to either:

- (a) Renew this Lease for an additional period of ten (10) years, which 10-year period will be considered an additional Extended Term for all purposes under this Lease; or
- (b) Allow this Lease to terminate at the expiration of the then-current Term and, on or before such expiration, pay Tenant the value attributable to Tenant’s rehabilitation of the Existing Improvements under Section 2.1 below (the “**Tenant Improvements**”), the then fair market value of Tenant as a going concern (“**Tenant Value**”), and the balance of any parking rent credit then due under Section 2.2 below. The value of the Tenant Improvements shall be the fair market value attributable to the rehabilitation (not including the value of the Existing Improvements before rehabilitation) in their then-current condition at the expiration of the Term. Tenant Value shall be determined by using a “capitalization of earnings” approach unless in the below referenced appraiser’s professional opinion such approach is not the most accurate valuation method to determine Tenant’s then fair market value. Unless otherwise agreed in writing, Tenant Improvements and Tenant Value shall be as determined by an independent third-party appraiser agreed upon by both Landlord and Tenant (the “**Appraised Value**”). Landlord and Tenant shall each bear one-half (1/2) of the cost of the agreed upon appraiser. If Landlord and Tenant cannot agree on an appraiser within ten (10) business days after the date of the Extension/Purchase Notice, Landlord and Tenant must each give written notice to the other appointing an appraiser with at least five (5) years appraisal experience that includes the general geographic area where the Project is located to determine the Appraised Value. If either party does not appoint an appraiser within ten (10) business days after the other party has given notice of the name of its appraiser, the single appraiser appointed will be the sole appraiser and will solely determine the Appraised Value and provide written notice to both parties of such Appraised Value, and Landlord and Tenant shall each bear one-half (1/2) of the cost of the single appraiser. If two appraisers are appointed, the two appraisers will promptly meet or confer and agree upon an Appraised Value and provide written notice to both parties of such Appraised Value, and Landlord and Tenant shall each bear the cost of the appraiser they appointed. If the two appraisers are unable to agree on the Appraised Value within ten (10) business days after the second appraiser has been appointed, the two appraisers will agree upon and appoint a third appraiser to determine the Appraised Value and provide written notice to both parties of such Appraised Value. If three appraisers are used, Landlord and Tenant shall each bear the cost of the appraiser they appointed and one-half (1/2) of the cost of the third appraiser.

1.2.5 If a Tenant Default as defined in Section 11 of this Lease exists as of the Extension/Purchase Notice Deadline, Tenant shall not have the right to request an extension of the Term or payment for the Tenant Improvements, even if notice was given before the occurrence of such Tenant Default. If Tenant fails to deliver the written notice to Landlord on or before the Extension/Purchase Notice Deadline, or if there is an ongoing Tenant Default as of the

Extension/Purchase Notice Deadline, this Lease will terminate at the expiration of the then-current Term, Landlord shall have no obligation to pay any amount to Tenant for the Tenant Improvements, Tenant will have no further rights to renew or extend the Term, and this Lease will be of no further force and effect except to the extent that a provision of this Lease provides that it is to survive termination or expiration of this Lease.

1.3 Use. Tenant shall use the City Park solely for the development, maintenance, and operation of the Project, and for no other purpose without Landlord's written consent, which may be withheld in Landlord's sole and absolute discretion.

1.4 Rent. On or before January 31st of each calendar year of the Term (the "**Rent Due Date**"), Tenant covenants to pay to Landlord in an amount equal to ten percent (10%) of Tenant's Gross Income, as defined below, in the prior calendar year (the "**Rent**"). The payment of Rent shall be sent to Landlord at City of St. Helens, P.O. Box 278, St. Helens, Oregon 97051, or at such other address or bank account as Landlord shall specify from time to time in a written notice to Tenant. Each payment of Rent shall be accompanied with the Gross Income Statement, defined below. No security deposit is required from Tenant and Landlord is not holding and Tenant funds.

1.4.2 Definition of Gross Income. "**Gross Income**" means all money and things of value received by, or paid to, Tenant or to others for Tenant's use and benefit, and all credit extended by Tenant, in any way related to the Project or use of the City Park or the Shuttle Boat, including renting campsites, providing transportation, and any other sales of goods or services by Tenant, by an agent of Tenant, or by any concessionaire, subtenant, or licensee of Tenant, and any proceeds ultimately received by Tenant from sales through vending devices; less any lodging taxes or excise taxes collected from customers and for which Tenant is accountable to any government or governmental agency, and less the amount of any actual refunds or credits made by Tenant to customers for returnable merchandise, refundable non-use of campsites, or other commercially reasonable reasons.

1.4.3 Gross Income Statement. Simultaneously with the payment of Rent, and on or before the Rent Due Date, Tenant shall deliver to Landlord a complete and correct statement showing in reasonable detail all Gross Income for the immediately preceding calendar year, which statement shall be signed by an officer or authorized agent of Tenant certifying it to be true and accurate, and shall be supported by reasonable documentation (the "**Gross Income Statement**").

1.4.4 Records of Gross Income. Tenant shall keep complete and proper books of account and other records pertaining to Gross Income. The books and records shall be kept or made available at a location reasonably accessible to Landlord, who may inspect all such books and records with reasonable advance notice and at all reasonable times to verify Tenant's Gross Income. Within three (3) years after each payment of Rent is due, whether or not it has been paid, Landlord may request an audit of Tenant's Gross Income by an independent certified public accountant chosen by Tenant from a list of not fewer than three (3) submitted by Landlord in connection with the request. If Tenant does not choose an accountant within five (5) days, after receiving Landlord's list, Landlord may do so. The auditor shall have access to all Tenant's books and records and shall take such steps as the auditor deems necessary to complete the audit. The auditor's report shall be final and binding upon Landlord and Tenant and payments required to make adjustments in Rent to conform to the report shall be made within ten (10) days after receipt of the report. If the Gross Income for any calendar year audited shall be found by the auditor to be understated by more than two percent (2%), Tenant shall immediately pay Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by

Landlord. If Landlord does not request an audit within the subject three (3) year period, Landlord will no longer have the right to request an audit of Tenant's Gross Income Statements for those years for which no audit has been requested.

1.4.5 No Partnership Created. Landlord is not by virtue of this Lease a partner or joint venturer with Tenant in connection with the business carried on under this Lease, and Landlord shall have no obligation with respect to Tenant's debts or other liabilities.

1.4.6 Taxes and Fees. Rent does not include the payment of any lodging taxes, excise taxes, property taxes, fuel taxes, personal property taxes, any fees or taxes related to the Shuttle Boat, including registration and title fees and licensing fees, permit fees, or any other taxes, assessments, or fees for which Tenant is accountable to any government or governmental agency in connection with this Lease or Tenant's operation of the Project (collectively, "**Taxes**"). In addition to Rent, Tenant shall pay, before they become delinquent, all such Taxes, provided that Tenant shall have the right in good faith, in a proper procedural manner and at Tenant's sole cost, to contest and resist any Taxes levied against or imposed upon the City Park or Project. Tenant shall defend and indemnify Landlord from any and all such Taxes incurred during the Term.

1.4.7 Utilities. In addition to Rent, Tenant shall arrange for and pay before they become delinquent all charges for utility services furnished to the City Park or Project, if any, including, but not limited to, electricity, gas, water, sewer, telephone, and trash collection charges. Landlord shall have no responsibility for the payment of these utility costs. Tenant shall defend and indemnify Landlord from all such charges incurred during the Term.

1.5 Tenant Taking City Park and Shuttle Boat "As-Is-Where-Is". Tenant acknowledges (a) Tenant entered into this Lease with the intention of making and relying upon its own investigation of the physical, structural, legal, and, subject to Section 1.6, environmental condition of the City Park and the Shuttle Boat and (b) that except as contained in Article 8, Landlord is not making and has not at any time made any representation or warranty of any kind or nature, either oral or written, directly or indirectly, expressed, implied, statutory or otherwise, with respect to the City Park or the Shuttle Boat. Based on Tenant's familiarity with the City Park and the Shuttle Boat, Tenant's due diligence relating to the City Park and the Shuttle Boat, and Tenant's experience and knowledge as to the market in which the City Park is situated and as to the investment in and operation of commercial real estate and boats, Tenant will take the City Park and the Shuttle Boat on the Effective Date (and, as to the City Park, on an ongoing basis during the Term) in their "**AS IS, WHERE IS, AND WITH ALL FAULTS**" condition, with existing improvements, and except as contained in Article 8, without any representation or warranty whatsoever. Except as contained in Article 8, Tenant fully assumes the risk that adverse latent or patent physical, structural, legal, or environmental conditions may not have been and will not be revealed by Tenant's investigations.

1.6 Environmental Conditions. Landlord has access to federal grant funding to conduct Phase I and Phase II environmental assessments on the City Park. Within thirty (30) days following the Effective Date, Landlord shall, to the extent of such funding, initiate a Phase I environmental assessment of the City Park ("**Phase I**") by a suitable, qualified, and experienced environmental engineer reasonably acceptable to Tenant. Landlord shall provide a copy of the Phase I to Tenant when complete. If, in the engineer's reasonable judgment, a Phase II environmental assessment ("**Phase II**") of any portion of the City Park is recommended, Landlord shall then, to the extent of its federal funding, also obtain a Phase II on the portion of the City Park identified by the engineer as appropriate for Phase II analysis. Should the

Phase II conclude that there are hazardous substances on any portion of the City Park in violation of applicable environmental laws, then Landlord may elect, in its sole and absolute discretion, and at its sole cost and expense, to remove, correct, and remedy any such condition or conditions (the “**Remedial Measures**”). If Landlord elects to conduct the Remedial Measures, Landlord shall provide Tenant with certification from an environmental abatement firm reasonably acceptable to Tenant that the Remedial Measures have been completed. If Landlord elects not to conduct the Remedial Measures or if the Remedial Measures are not completed prior to the deadline for Landlord’s approval of Tenant’s Plans as provided in Section 2.3 (the “**Remedial Completion Deadline**”), then, notwithstanding Section 1.5, Tenant may terminate this Lease by delivering written notice thereof to Landlord; provided, that no termination by Tenant shall be effective if Landlord has commenced the Remedial Measures before the Remedial Completion Deadline and is thereafter diligently pursuing them to completion.

ARTICLE 2

INITIAL CONSTRUCTION OF THE PROJECT

2.1 Rehabilitation of Existing Improvements. Tenant shall, at Tenant’s sole cost and expense, complete the rehabilitation of the Existing Improvements, including installing or repairing picnic tables, fire rings, and tent pads at each campsite, as needed, on or before the earlier of (a) June 30, 2019 or (b) ninety (90) days following the final approval by the City in its proprietary capacity of the Plans, defined below, if such final approval occurs later than June 30, 2019. The rehabilitation of the Existing Improvements shall include sufficient facilities for reasonable sanitation, such as bathrooms and trash receptacles. Tenant shall have the right to demolish any Existing Improvements (excluding the Docks) provided that Tenant develops and constructs equivalent or better improvements in their place, although not necessarily in the same location if (a) another location at the City Park is superior and (b) Landlord approves such change in writing, such approval not to be unreasonably withheld, conditioned, or delayed. Tenant will manage the construction and rehabilitation process with minimal effect on or effort by Landlord’s staff. Tenant will be responsible for all costs related to the Project other than as otherwise explicitly set forth herein.

2.2 Parking.

2.2.1 Concurrently with the rehabilitation contemplated by Section 2.1, Tenant shall improve the public right-of-way along River Street near SH Marina’s River Street operations in order to provide eight (8) additional striped, paved parking spaces for customers of the Project using the Shuttle Boat or a replacement Shuttle Boat to access the City Park (the “**Parking**”). Prior to commencing construction of the Parking, Tenant will submit an estimated budget and plans and specifications for the construction of the Parking to Landlord, and Landlord must approve in writing, such approval not to be unreasonably withheld, conditioned, or delayed. The full costs of construction of the Parking will initially be paid for by Tenant, provided that Tenant may submit to Landlord a detailed invoice of the actual, out-of-pocket costs of the Parking construction and, after Landlord’s reasonable review and approval of such costs, Tenant shall be entitled to a Rent credit in the amount of fifty percent (50%) of the approved costs. The Rent credit will be applied by Landlord against the next Rent coming due under this Lease until the credit is exhausted.

2.2.2 If customer demand for the Project is such that, on average over a calendar month, eight (8) or more campsites are rented each weekend night, Landlord or Tenant may request a meeting with the principals of the other with decision-making authority to discuss any parking issues and potential solutions to such parking issues. Landlord and Tenant then agree to work in mutual

good faith to implement solutions identified in such meeting to any parking issues related to the its operation of the Project, including, without limitation, the creation of additional dedicated public street-side parking and providing and/or leasing parking lots and spaces further away from SH Marina's River Street operations and providing a shuttle to such parking.

2.3 Permits, Licenses, and Plan Approvals. Tenant will provide complete, final plans and specifications for the construction of the Project and the Parking (the "**Plans**") and cost estimates for construction of the Parking for Landlord's review and written approval, which approval is required prior to Tenant commencing construction. Landlord's approval of the Plans shall not be unreasonably withheld, conditioned, or delayed. Such review will be conducted in Landlord's proprietary capacity, and Tenant acknowledges that such approval will not affect the review of Landlord's regulatory bodies in carrying out their responsibilities and that Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to the Project. Should Landlord (in its proprietary capacity) and all applicable city-level regulatory bodies not approve the Plans (including River Street Parking) within one hundred and eighty (180) days of their final, complete submission by Tenant, Tenant may, within ten (10) business days thereafter, terminate this Lease by delivering written notice thereof to Landlord. All building permits and other permits, licenses, permissions, consents, and approvals required to be obtained from governmental agencies or third parties in connection with construction of the Project, Parking, and any subsequent improvements, repairs, replacements, or renewals thereto shall be acquired as required by applicable laws, ordinances, or regulations by and at the sole cost and expense of Tenant. Tenant shall cause all work on the City Park, for the Project, and for the Parking to be performed in a good and workmanlike manner and in accordance with all applicable laws, statutes, rules, ordinances, orders, regulations, and requirements of any governmental body, agency, or other public authority having jurisdiction (collectively, "**Laws**").

2.4 Liens. Except as otherwise provided herein, Tenant has no right, authority, or power to bind Landlord or other assets or any interest of Landlord in the City Park for any claim for labor or material or for any other charge, expense, lien, or security interest incurred in connection with the development, construction, or operation of the City Park, Parking, or Project or any change, alteration, or addition thereto. Tenant agrees it will not permit any claim of lien made by any contractor, subcontractor, mechanic, materialman, laborer, or other similar liens to stand against Landlord's fee simple interest in the City Park or Parking for work or materials furnished to Tenant in connection with any construction, improvements, maintenance, or repair thereof made by Tenant or its agents. Tenant shall cause any such claim or lien to be fully discharged within sixty (60) days after the date of filing thereof; provided, however, that if Tenant, in good faith, disputes the validity or amount of any such claim of lien and if Tenant gives to Landlord such security as Landlord may reasonably require to ensure payment thereof and prevent any sale, foreclosure, or forfeiture of the City Park or any portion thereof by reason of such nonpayment, Tenant shall not be deemed to be in breach of this Section 2.4, as long as Tenant is diligently pursuing a resolution of such dispute. Upon entry of final judgment or decision resolving the dispute if litigation or arbitration results therefrom, Tenant shall discharge said lien within thirty (30) days or the day before a foreclosure sale whichever is earlier.

ARTICLE 3

MAINTENANCE AND OPERATIONS

3.1 Maintenance and Operation. In connection with the Project, including the City Park, the Shuttle Boat, the Docks, and all appurtenances to any of the foregoing, Tenant shall, at Tenant's sole cost and expense except as otherwise specifically provided herein:

3.1.1 Operate in compliance with and adopt rules for use of the Project which are substantially the same as the “**State Park Rules**,” as defined in Oregon Administrative Rule 736-010-0015 or a successor law;

3.1.2 Comply, as applicable, with all MAP program rules, policies, and procedures;

3.1.3 Except for as otherwise provided by Section 4.1 below, keep and maintain the Project in good and safe order, condition, and repair, including being responsible for any repairs and replacements (whether structural or nonstructural, and whether ordinary or extraordinary) necessary to maintain the Project in good and safe order, condition, and repair and fully in compliance with all Laws, and including the removal of any trash or debris left by customers and the provision of sufficient facilities for reasonable sanitation, such as bathrooms and trash receptacles;

3.1.4 Conform to all Laws affecting the Project and promptly correct any failure of compliance. Without limiting the generality of the foregoing, Tenant shall comply with the Americans with Disabilities Act as it applies to the Project and the Occupational Safety and Health Administration (OSHA) as applicable to the Project and to Tenant's employees;

3.1.5 Refrain from any activity that would be unreasonably offensive to Landlord or that would tend to create a nuisance or damage the reputation of the City Park, Project, or Landlord;

3.1.6 Manage the Project with minimal effect on or effort by Landlord's staff;

3.1.7 Not generate, release, store, or deposit on Sand Island or in the surrounding waters any environmentally hazardous or toxic substances, materials, wastes, pollutants, oils, or contaminants, as defined or regulated by any Law (collectively, “**Hazardous Substances**”). On a continuous basis during the Term, Tenant shall take all actions necessary to eliminate, remove, remediate, or otherwise clean up any Hazardous Substances not existing at the City Park as of the Effective Date and not thereafter caused by Landlord. Tenant shall indemnify, defend, and hold harmless Landlord from and against any and all claims, losses, damages, response costs, and expenses of any nature whatsoever (including without limitation attorneys', experts', and paralegals' fees) arising out of or in any way related to the generation, release, storage, or deposit of Hazardous Substances on the City Park by Tenant or any other person or entity other than Landlord during the Term, which indemnity shall survive the expiration or earlier termination of this Lease; and

3.1.8 Comply with the requirements of any agreements and requirements of record on the City Park. To the actual knowledge of Landlord, there are no such agreements or requirements of record that have not been disclosed in writing to Tenant. However, it is the responsibility of Tenant, in accordance with Section 1.5, to review the status of title to the City Park and all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, agreements, requirements, and all other matters of record affecting the City Park. Tenant may in its sole discretion, before the earlier of Tenant's submission of the Plans in accordance with Section 2.3 or thirty (30) days after the Effective Date (the “**Title Review Period**”), object in writing to any such matter of record affecting the City Park (a “**Title Objection Notice**”). If no Title Objection Notice is given during the Title Review Period, Tenant shall be deemed to have approved all such matters of record affecting the City Park. If Tenant gives Landlord a Title Objection Notice during the Title Review Period, Landlord may, but shall not be obligated to, at its cost, cure, remove, or insure around all the objected to matter(s) of record (“**Non-Permitted Encumbrances**”). Landlord shall give Tenant written notice of its intent to cure, remove, or insure around Non-Permitted Encumbrances within ten (10) Business Days after the Title

Review Period expires. If Landlord does not elect to cause all of the Non-Permitted Encumbrances to be removed, cured, or insured around, then Tenant may either (a) terminate this Agreement by delivering notice to Landlord within ten (10) Business Days after Landlord's notice of its intent; or (b) proceed with the lease of the City Park subject to the Non-Permitted Encumbrances.

3.2 Continuous Operations Period and Onsite Host. Tenant shall keep the Project open for business seven (7) days a week during the summer period from the beginning of Memorial Day weekend to the end of Labor Day weekend (the "**Summer**"). Any failure to operate by Tenant shall be excused to the extent that the use of the City Park is interrupted or prevented by causes beyond Tenant's reasonable control; provided, however, that Tenant's financial condition, poor market demand for the Project, and other economic factors shall not excuse Tenant's obligation to continuously operate during the Summer as required under this section. During the Summer, Tenant will employ an on-site host (a "**Host**") to live in the City Park and provide information and assistance to customers, manage reservations of campsites, prepare campsites for customers between uses, respond to urgent maintenance needs, monitor and provide security at the City Park, and enforce the State Park Rules. Tenant may, but is not obligated to, operate the Project and provide a Host during periods other than the Summer period.

3.3 Customer Rental Rates. Tenant will charge at least thirty dollars (\$30) per night for the rental of a campsite in the Project, which fee shall include one round-trip transportation on the Shuttle Boat (or replacement Shuttle Boat) for up to four (4) people.

ARTICLE 4 DOCKS AND SHUTTLE BOAT

4.1 Maintenance of Docks and Use of MAP Funds. Notwithstanding anything to the contrary in this Lease, Landlord shall be responsible for the maintenance and repair of the Docks. Landlord shall be responsible for making the Maintenance Assistance Program ("**MAP**") application and entering into the agreements required by Oregon Administrative Rule 250-014-0004 or any successor law. Landlord shall make the MAP applications and enter into the required agreements if and as they are available to Landlord during the Term. If, in any year of the Term, Landlord receives any MAP funds associated with Existing Improvements, other than the Docks, which Tenant is obligated to maintain pursuant to this Lease, such as the restrooms (such portion of MAP funds actually received, the "**Tenant MAP Funds**"), then Tenant shall be entitled to a Rent credit in the amount of the Tenant MAP Funds. The Rent credit will be applied by Landlord against the next Rent coming due under this Lease until the credit is exhausted.

4.2 Operation of Docks. During the Term, Tenant shall be responsible, at its sole expense, for operating the Docks in accordance with (a) Article 3 and other relevant provisions of this Lease, and (b) Chapter 8.28 of the St. Helens Municipal Code, or any successor law.

4.3 Shuttle Boat.

4.3.1 *Transfer of Shuttle Boat.* Landlord will provide Tenant with access to the Shuttle Boat's current storage location (the "**City Boat Storage**") upon reasonable advance notice, to be provided by Tenant within the first year of the Term, that Tenant is prepared to remove the Shuttle Boat from the City Boat Storage. Upon removal from City Boat Storage, title to the Shuttle Boat shall vest in Tenant. Landlord will be deemed to have delivered the Shuttle Boat, and Tenant will be deemed to have accepted the Shuttle Boat and be satisfied with the condition thereof as and when the Shuttle Boat is

removed from the City Boat Storage. As further provided in Section 1.5, the Shuttle Boat is transferred to Tenant "AS-IS" and Landlord shall not be deemed to have any representation or warranty, express or implied, as to the Shuttle Boat.

4.3.2 Operation, Maintenance, and Storage of Shuttle Boat. Thereafter, Tenant, at Tenant's sole expense, will ensure the proper operation, maintenance, and storage of the Shuttle Boat, or any replacement Shuttle Boat that Tenant may obtain for use in the Project, at Tenant's sole expense (all references in this Lease to the Shuttle Boat include a reference to such replacement Shuttle Boat, except references related to the initial transfer from Landlord to Tenant) including: (a) licensing of the Shuttle Boat and any operators and the payment of taxes and fees; (b) carrying commercially reasonable insurance for the operation of a shuttle boat; (c) servicing, repair, inspection, or replacements of all or any part of the Shuttle Boat in accordance with the manufacturer's recommended procedures, and by properly trained, licensed, and certificated maintenance sources and maintenance personnel so as to keep the Shuttle Boat, each engine and every component and system of each in good operating condition, ordinary wear and tear excepted; (d) maintaining all records, logs, and other materials in accordance with Law; (e) operating in accordance with all maintenance manuals and any subsequent amendments or supplements to such manuals issued by the manufacturer from time to time; (f) locating and retaining, either through direct employment or contracting with an independent contractor, duly-qualified operators of the Shuttle Boat; and (g) both long- and short-term secure storage in locations selected by Tenant (not at the City Boat Storage). Tenant shall, at Tenant's sole cost and expense, replace or have repaired parts, instruments, appurtenances, accessories, furnishings, and other equipment or components of the Shuttle Boat that may have become worn out, lost, stolen, destroyed, damaged, or otherwise rendered unfit for use for any reason whatsoever. After delivery, Tenant shall have complete and absolute ownership and operational control of the Shuttle Boat and shall maintain possession, command, and control of the Shuttle Boat (as determined by the Internal Revenue Service).

4.3.3 Tenant shall operate the Shuttle Boat at all times in accordance with all applicable US Coast Guard regulations and all other applicable Laws.

4.4 Legal Title to the Shuttle Boat. Legal title to the Shuttle Boat shall transfer to Tenant upon removal from the City Boat Storage. Within a reasonable time promptly after removal from the City Boat Storage, Tenant shall, at Tenant's sole cost, register and title the Shuttle Boat in Tenant's name.

4.5 Shuttle Schedule; Agreements with SH Marina. Tenant will operate the Shuttle Boat to provide transportation to customers of Tenant's operations at the City Park on a regular, established schedule (the "**Shuttle Schedule**"). In advance of operating under a particular Shuttle Schedule, Tenant will provide Landlord with the proposed Shuttle Schedule, or any changes to an existing Shuttle Schedule, for Landlord's review and written approval prior to commencement of operations under such Shuttle Schedule. Landlord's approval will not be unreasonably withheld, conditioned, or delayed if the proposed Shuttle Schedule is based on actual demand for the shuttle services related to the Project. Tenant will enter into reasonable agreements with SH Marina to use the docks and other facilities at SH Marina for the loading, parking, queuing, and other rights needed for the Shuttle Boat operations. Tenant will provide copies of such agreements with SH Marina to Landlord prior to commencing operation of the Shuttle Boat transportation to Sand Island.

ARTICLE 5 INSURANCE

5.1 Tenant's Insurance. During the Term, Tenant shall keep and maintain in force, at no cost or expense to Landlord, the following insurance, all of which shall be provided by companies licensed to do business in the State of Oregon with a financial rating of at least an A-XIII status as rated in the most recent edition of Best's Insurance Reports:

5.1.1 *City Park Insurance.* "All risk" insurance covering all risks of physical loss or damage to the City Park or Project, with liability limits of not less than one hundred percent (100%) of the "full replacement cost" thereof. Such policies shall be broad form and shall include, but shall not be limited to, coverage for fire, extended coverage, vandalism, malicious mischief, and storm. Landlord shall be named as loss payee on such policies.

5.1.2 *Commercial Liability Insurance.* General commercial liability and automobile liability insurance, including contractual liability coverage, covering loss or damage resulting from accidents or occurrences on or about or in connection with the City Park, Shuttle Boat, Project, or any work, matters, or things under, or in connection with, or related to this Lease, with personal injury, death, and property damage combined single limit liability of not less than three million dollars (\$3,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate for all claims, on an occurrence basis, which limit shall be increased as necessary to maintain a similar level of coverage provided on the Effective Date. Coverage under any such policy shall be broad form and shall include, but shall not be limited to, operations, contractual, owner's, and contractor's protective, products, and completed operations, the use of all owned, non-owned, and hired vehicles, and the use and operation of the Shuttle Boat. Contractual liability coverage must be provided in an amount sufficient to insure Tenant's indemnification obligations under this Lease. General commercial liability insurance shall name Landlord as an additional insured. If engaged in the sale or distribution of alcoholic beverages, Tenant shall carry liquor liability insurance in a form and in such amounts as are reasonably satisfactory to Landlord.

5.1.3 *Worker's Compensation.* Adequate workers' compensation insurance coverage for all persons employed at the City Park or in connection with the Project with a waiver of subrogation endorsement in favor of Landlord. Workers' compensation insurance must be in accordance with the requirements of all applicable Laws including ORS 656.017, and should have a limit liability of not less than one million dollars (\$1,000,000).

5.1.4 *Business Interruption.* Business interruption and/or loss of rental income insurance on an actual loss sustained basis for a period of at least twelve (12) months for an amount equal to the Project's total projected gross rental income or other business income. Such rental income or business income coverage shall also include an endorsement providing three hundred sixty-five (365) days extended period of indemnity, if reasonably available.

5.1.5 *Other Insurance.* To the extent available in Oregon, Tenant shall maintain such other insurance of such kinds, and in such amounts, as reasonably may be required from time to time by Landlord in writing during the Term, if such additional insurance is generally consistent, in the reasonable exercise of Landlord's discretion, with the insurance required by real estate owners in the State of Oregon.

5.2 General Requirements. All policies described in Section 5.1 shall contain: (a) the agreement of the insurer to give Landlord at least ten (10) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material adverse change in said policies; (b) an agreement that such policies (other than Worker's Compensation) are primary and non-contributing with any insurance that may be carried by Tenant or Landlord; (c) a provision that no act or omission of Tenant shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (d) a waiver by the insurer of all rights of subrogation against Landlord and its authorized parties in connection with any loss or damage thereby insured against. All policies under described in Section 5.1 must contain such endorsements and deductibles as reasonably may be requested by Landlord and the exclusions must be limited to those approved by Landlord, such approval not to be unreasonably withheld, conditioned, or delayed.

5.3 Evidence of Insurance. On or before the Effective Date, and again on renewal of the policy not less than twenty (20) days before expiration of the term of the policy, Tenant will provide Landlord with certificates of insurance evidencing all insurance required to be maintained by Tenant under this ARTICLE 5. Additionally, Tenant shall provide Landlord with certificates of insurance, copies of any policies, and evidence of payment of premiums at any time upon the request of Landlord.

5.4 Increases in Insurance. Landlord may from time to time, but not more frequently than once every five (5) years, require that the amount of insurance to be maintained by Tenant be increased so that the amount adequately protects Landlord's interest based on amounts of coverage required of comparable tenants in Oregon.

ARTICLE 6 EXPANSIONS AND DSL UPLANDS

6.1 Expansions at City Park. If the customer demand for the Project exceeds the available facilities (the Existing Improvements, as rehabilitated and maintained in accordance with Article 2 and 3), then Tenant can submit a written request to Landlord to consent to the expansion of the available facilities, including the number of campsites (an "**Expansion**"), which consent shall not be unreasonably withheld, conditioned, or delayed. Each additional campsite will be accompanied by the construction by Tenant of an additional parking spot (in conformance with the requirements for Parking in Section 2.2, except that such additional parking spots shall be constructed within one (1) mile of SH Marina property) reserved for customers taking the Shuttle Boat. The Expansion proposal shall include sufficient facilities for reasonable sanitation, such as bathrooms and trash receptacles. Such Expansion written request shall include: (a) evidence of the customer demand for the Project necessitating the Expansion, (b) preliminary drawings of the location and size of any Expansion facilities, and (c) the proposed location and design of one (1) additional parking spot per each additional campsite proposed with the Expansion. Landlord will respond within a reasonable time either approving, denying, or requesting modifications to the Expansion request. Tenant may submit a new Expansion written request if the initial written request was denied or modifications were requested. Once a preliminary Expansion request is approved by Landlord, Tenant will proceed to complete design of the Expansion. Tenant will provide complete, final plans and specifications for the construction of the Expansion for Landlord's review and written approval prior to commencement of construction. All such reviews will be conducted in Landlord's proprietary capacity, and Tenant acknowledges that such approval will not affect the review of Landlord's regulatory bodies in carrying out their responsibilities and that Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to the Expansion. All building permits and other permits, licenses, permissions, consents,

and approvals required to be obtained from governmental agencies or third parties in connection with construction of the Expansion, and any subsequent improvements, repairs, replacements, or renewals thereto, shall be acquired as required by applicable Laws and at the sole cost and expense of Tenant. Tenant shall cause all work on the Expansion to be performed in a good and workmanlike manner and in accordance with all applicable Laws. Once approved, the Expansion shall be deemed to be part of the Project for all purposes under this Lease.

6.2 DSL Uplands. Landlord anticipates applying for a special use authorization with DSL and entering into a lease or license with DSL to use the DSL Uplands (a “**DSL Agreement**”). The effectiveness of this Lease is not conditioned upon Landlord entering into a DSL Agreement and Landlord may never enter into a DSL Agreement. If Landlord enters into a DSL Agreement which allows subleasing or sublicensing, Landlord shall, within a reasonable time thereafter, offer in writing (the “**DSL Offer**”) to enter into a sublease, sublicense, or other appropriate agreement providing for Tenant’s use of the DSL Uplands as part of the Project substantially on the same terms of this Lease (regardless of form, a “**DSL Sublease**”). Tenant may, in its sole discretion, accept or reject the DSL Offer by delivering written notice to Landlord within fourteen (14) business days of the date of the DSL Offer. Any Tenant improvement or rehabilitation of the DSL Uplands, including additional campsites and associated parking, will be treated as an Expansion under Section 6.1 of this Lease. The DSL Sublease will provide that Tenant must operate the DSL Uplands in accordance with all of the rules, regulations, and obligations imposed by this Lease on the operation of the Project on the City Park, and in accordance with any additional rules, regulations, or obligations set forth in the DSL Sublease or DSL Agreement.

ARTICLE 7 ESTOPPEL CERTIFICATES

Landlord and Tenant agree that at any time and from time to time upon not less than ten (10) business days’ prior written notice by the other party, Landlord or Tenant will execute, acknowledge, and deliver to the other party a statement in writing certifying that: (a) this Lease is unmodified and in full force and effect if such be the case or, if not, the extent to which this Lease has been modified; (b) the date through which the Rent has been paid; and (c) that, to the actual knowledge of the certifier (if such be the case), there is no default, set-off, defense, or other claim against Landlord or Tenant, as applicable, other than those, if any, so specified under the provisions of this Lease or such statement. It is intended that any such statement may be relied upon by any persons proposing to acquire the interest of Landlord or Tenant in this Lease or provide any financing to either party, as the case may be.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties of Landlord. As an inducement to Tenant to enter into and proceed under this Lease, Landlord warrants and represents to Tenant, as follows, which warranties, representations, and covenants are true and correct as of the Effective Date, to the actual knowledge of Landlord:

8.1.1 The execution and delivery of this Lease and the performance of all of Landlord’s obligations under this Lease have been or will be duly authorized by all necessary agency or other action, and the consummation of any such transactions with or on behalf of Landlord will not constitute a breach or violation of, or a default under, the charter, bylaws or other governing documents

of Landlord or any agreement by which Landlord or the City Park is bound, nor constitute a violation of any Law, administrative regulation, or court decree;

8.1.2 Landlord has received no written notice and has no knowledge, nor has Landlord been otherwise advised, of any pending or threatened taking relating to all or any part of the City Park;

8.1.3 Except as disclosed to Tenant in writing prior to the Effective Date, the City Park has not been used for any activities that, directly or indirectly, involve the use of any Hazardous Substances in violation of applicable Law. Landlord has not received any notice, written or oral, of (i) any violation of any applicable Law relating to environmental or health matters on or about the City Park; (ii) any allegation that, if true, would contradict any statement contained in this Lease; or (iii) the existence of any writ, injunction, decree, order, judgment, lawsuit, claim, proceeding or investigation, pending or threatened, relating to the use, maintenance, or operation of the City Park (nor is Landlord aware of a basis for any such notice under (i), (ii), or (iii) above); and

8.1.4 Landlord holds fee title to the City Park.

The “actual knowledge of Landlord” means the actual, objective knowledge on the Effective Date, attributable to the Planning Department of Landlord.

8.2 **Representations, Warranties and Covenants of Tenant.** As an inducement to Landlord to enter into and to proceed under this Lease, Tenant warrants and represents to Landlord, as follows, which warranties, representations, and covenants are true and correct as of the Effective Date:

8.2.1 Tenant is duly organized or registered, as applicable, and validly existing and in good standing in the jurisdiction of its formation, and is duly registered to do business in every jurisdiction where such registration is necessary;

8.2.2 Tenant has taken all requisite limited liability company or other action to approve the execution, delivery, and performance of this Lease;

8.2.3 Each individual executing this Lease is authorized to execute and deliver this Lease on behalf of Tenant and this Lease constitutes a binding obligation of Tenant;

8.2.4 Tenant has the right, power, and authority to enter into this Lease and the right, power, and authority to comply with the terms, obligations, provisions, and conditions contained in this Lease; and

8.2.5 The execution and delivery of this Lease by Tenant into this Lease and the performance of all of the terms, provisions, and conditions contained herein will not, or with the giving of notice or the passage of time, or both, would not, violate or cause a breach or default under any or Tenant’s organizational documents, or any other agreements to which Tenant is a party or by which it is bound, nor constitute a violation of any Law, administrative regulation, or court decree.

ARTICLE 9 EMINENT DOMAIN

9.1 Total Condemnation. If the whole of the City Park (or such portion of the City Park as renders it infeasible, in Tenant's reasonable discretion, for Tenant to continue to operate and maintain the Project), shall be appropriated or condemned under power of eminent domain during the Term, Tenant reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Tenant's Project on the City Park and damages Tenant may sustain caused by such appropriation and taking of, or the injury to, Tenant's leasehold interest. Landlord shall be entitled to prosecute its claim for the fee interest in the City Park, subject to this Lease and damages Landlord may sustain caused by such appropriation and taking of, or the injury to, Landlord's fee interest. In such event, this Lease shall terminate when Tenant can no longer use the City Park in the manner herein intended, as determined by Landlord in its reasonable discretion, or when possession thereof shall be required by the appropriating or condemning authority, whichever shall first occur; but such termination of this Lease shall not preclude nor restrict Tenant's right to an award as herein before provided.

9.2 Partial Condemnation. If a part of the City Park shall be taken or condemned under circumstances where Tenant can continue to use the City Park in the manner herein intended, as determined by Landlord in its reasonable discretion, this Lease shall continue in full force and effect and shall terminate only as to that part of the City Park so taken. In that event, Tenant shall, at its own cost and expense, make all repairs to the Project affected by such taking or condemnation to the extent necessary to restore the same to a complete, operating Project. Compensation available or paid to Landlord or Tenant upon such a partial taking or condemnation shall be paid to Tenant to the extent that such compensation is attributable the taking of Tenant's leasehold interest, including the improvements thereon, and the remainder shall be paid to Landlord.

9.3 Temporary Taking. If there shall be a temporary taking (any taking existing for one (1) year or less) with respect to all or any part of the City Park or of Tenant's interest in this Lease, then the Term shall not be reduced and Tenant shall continue to pay in full all Rent and other charges required herein, without reduction or abatement thereof at the times herein specified; provided, however, that Tenant shall not be required to perform such obligations that Tenant is prevented from performing by reason of such temporary taking.

ARTICLE 10 DAMAGE OR DESTRUCTION

10.1 Damage or Destruction to Leased City Park. Tenant shall give prompt written notice to Landlord after the occurrence of any fire, earthquake, act of God, or other casualty to or in connection with the City Park, the Project, or any portion thereof (a "**Casualty**"). Subject to Section 10.2, if during the Term any aspect of the Project shall be damaged or destroyed by Casualty, Tenant shall promptly and with all due diligence, apply for and collect all applicable insurance proceeds recoverable with respect to such Casualty and fully repair or restore the Project.

10.2 Right to Terminate. If Tenant shall reasonably determine, by notice to Landlord given within thirty (30) days after receipt by Tenant of any such insurance proceeds, that it is not economically practical to restore the Project (other than the Shuttle Boat) to substantially the same condition in which they existed prior to the occurrence of such Casualty, then Tenant may terminate this Lease as of a date

that is not less than thirty (30) days after the date of such notice. Tenant shall remit all insurance proceeds to Landlord which are attributable to the Existing Improvements and Tenant shall retain all insurance proceeds attributable to the Tenant Improvements.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Default by Tenant. Each of the following is a material default and breach of this Lease by Tenant (a “**Tenant Default**”):

11.1.1 Failure to make any required Rent or any other payment as and when due, if the failure continues for a period of ten (10) days after written notice from Landlord to Tenant.

11.1.2 Failure to materially comply with any of the covenants or provisions of this Lease, other than those described in Section 11.1.1, if the failure continues for a period of thirty (30) days after written notice from Landlord to Tenant. If the nature of Tenant’s default reasonably requires more than thirty (30) days for its cure, Tenant will not be in default if it commences to cure within the thirty- (30-) day period and thereafter diligently pursues its completion.

11.1.3 Failure of any of Tenant’s representations or warranties to be true in all material respects as of the Effective Date and on an ongoing basis throughout the Term.

11.2 Remedies Upon Default by Tenant. Upon any Tenant Default, Landlord may do any or all of the following:

11.2.1 Upon ninety (90) day's written notice to Tenant, terminate Tenant’s right to possession of the City Park, and this Lease shall terminate on the date specified in the notice. Landlord may re-enter and take possession of and remove, at Tenant’s cost and expense, all persons or property and Tenant shall immediately surrender possession of the City Park to Landlord.

11.2.2 Maintain Tenant’s right to possession, and this Lease shall continue in force whether or not Tenant has abandoned the City Park. Landlord shall be entitled to enforce all of its rights and remedies under this Lease including the right to recover Rent as it becomes due.

11.2.3 Pursue any other remedy available to Landlord under law or equity.

These remedies are not exclusive. This Section 11.2 shall survive the termination of this Lease.

11.3 Default by Landlord. Landlord shall be in default of this Lease if Landlord fails to perform any material provision of this Lease it is obligated to perform, or if any of Landlord’s representations or warranties were untrue in any material respect as of the Effective Date, and if the failure to perform is not cured within sixty (60) business days after written notice of the default has been given to Landlord by Tenant. If the default cannot reasonably be cured within sixty (60) business days, Landlord shall not be in default of this Lease if Landlord commences to cure the default within such sixty- (60-) business day period and thereafter diligently pursues its completion.

11.4 Remedies Upon Default by Landlord. Tenant may, upon Landlord’s default, and after written notice and opportunity to cure under Section 11.3, pursue any remedy available to Tenant under

law or equity, subject to the Oregon Tort Claims Act, the Oregon Constitution, all other applicable Law, and to the limitations set forth elsewhere in this Lease.

ARTICLE 12

QUIET ENJOYMENT AND POSSESSION

12.1 Quiet Enjoyment. Landlord covenants and warrants that Tenant, upon payment of all sums herein provided and upon performance and observance of all covenants herein contained, shall peaceably and quietly have, hold, occupy, use, and enjoy, and shall have the full, exclusive, and unrestricted use and enjoyment of, all of the City Park during the Term subject only to the provisions of this Lease and all applicable Laws.

12.2 Inspection. Landlord and Landlord's employees, agents, representatives, and contractors shall have the right to enter the City Park at any time for the purpose of inspecting the condition of the City Park, for verifying compliance by Tenant with this Lease, and for any other reasonable purpose as Landlord may deem necessary or desirable. In the event of an emergency, Landlord, and Landlord's employees, agents, representatives, and contractors, shall have the right but not the obligation to enter at any time and may perform any action related to safety, protection, or preservation of the City Park.

ARTICLE 13

VACATION OF LEASED CITY PARK

Tenant covenants that upon any termination of this Lease, whether by expiration of the Term or because of any of the conditions or provisions contained herein, Tenant will peaceably and quietly yield and surrender possession of the City Park and Project to Landlord. Upon such termination, Tenant agrees that Landlord will be the sole owner of the Project, including the Tenant Improvements. An action of forcible detainer shall lie if Tenant holds over after a demand for possession is made by Landlord.

ARTICLE 14

RESERVED

ARTICLE 15

TRANSFERS

Tenant shall have no right to transfer any legal or beneficial interest in Tenant's estate hereunder or to assign this Lease without Landlord's prior written consent, which shall be given in Landlord's sole and absolute discretion. Upon the granting of any written consent by Landlord with respect to a transfer by Tenant, the assignee(s) or transferee(s) shall agree to be bound by this Lease.

ARTICLE 16

GENERAL INDEMNIFICATION

Notwithstanding any other provision of this Lease, Tenant hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to Landlord), Landlord, its officers, commissioners, directors, affiliates, agents, and employees from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses

incurred in connection therewith (including, but not limited to, attorney fees and expenses) arising directly or indirectly out of the acts or omissions of Tenant, its officers, commissioners, directors, affiliates, agents, or employees on or related to the City Park, the Shuttle Boat, or this Lease or the construction or operation of the Project, except to the extent caused by Landlord's gross negligence, bad faith, or intentional misconduct.

**ARTICLE 17
RESERVED**

**ARTICLE 18
MISCELLANEOUS PROVISIONS**

18.1 Entire Agreement, Modifications. This Lease supersedes all prior discussions and agreements between the parties with respect to the City Park, Shuttle Boat, and Project. This Lease contains the sole and entire understanding between the parties with respect to the City Park, Shuttle Boat, and Project, and all promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are merged into this Lease. This Lease shall not be modified or amended in any respect, except by written instrument specifically referencing such a modification or amendment which is executed by or on behalf of the parties in the same manner as this Lease is executed.

18.2 Governing Law and Choice of Venue. This Lease, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the substantive laws of the state of Oregon. Any legal action to enforce the terms of this Lease shall be brought in Columbia County, Oregon. The prevailing or non-defaulting party in such action shall be entitled to its attorney fees and costs at the trial court and upon appeal.

18.3 Binding Effect. This Lease shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, administrators, executors and permitted assigns.

18.4 Severability. If any provision or portion of this Lease is held by any court of competent jurisdiction to be invalid or unenforceable, such holding shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof, except to the extent the rights and obligations of the parties have been materially altered by such unenforceability.

18.5 Further Assurances. From and after the Effective Date, Landlord and Tenant, at the request of the other party, shall make, execute and deliver or obtain and deliver all such affidavits, deeds, certificates, resolutions and other instruments and documents, and shall do or cause to be done all such other things that either party may reasonably require to effectuate the provisions and the intention of this Lease.

18.6 Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely to facilitating convenient reference to this Lease, shall not supplement, limit or otherwise vary the text of this Lease in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to articles, sections, subsections, paragraphs, and subparagraphs by number refer to the text of such items as so numbered in this Lease.

18.7 Interpretation of Lease. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise. If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). All references to section or subsections shall be deemed to refer to the appropriate section or subsection of this Lease. Unless otherwise specified in this Lease, the terms "herein", "hereof", "hereinafter", "hereunder" and other terms of like or similar import, shall be deemed to refer to this Lease as a whole, and not to any particular section or subsection hereof. A reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation," as applicable. The word "shall" means mandatory and imperative.

18.8 Calculation of Time Periods. Wherever used in this Lease, "**business day**", whether capitalized or not, means any day other than a Saturday, Sunday, or any other day on which national banks in Portland, Oregon, are not open for business. If a period of time is specified from a given day, or from the day of an act or event, it shall be calculated exclusive of that day. Wherever this Lease refers to a number of days, such number shall refer to calendar days unless business days are specified. If any period of time specified in this Lease ends on a day other than a business day, such period shall be extended to the next following business day.

18.9 Exhibits. Each exhibit referred to or otherwise mentioned in this Lease is attached to this Lease and is and shall be construed to be made a part of this Lease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to and otherwise mentioned.

18.10 Rights Cumulative. Except as expressly limited by the terms of this Lease, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

18.11 Notices. All, notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be sent, with all applicable postage and delivery charges prepaid, by: (a) certified mail, return receipt requested; (b) Federal Express, or another recognized, reputable overnight courier service; (c) hand delivery by a recognized, reputable courier; or (d) electronic mail if simultaneously sent by another means allowed hereunder, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt or refusal of delivery. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party, from time to time, may change its address for notices hereunder. Legal counsel for the respective Parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To Landlord:

City of St. Helens
Attn: City Administrator
P.O. Box 278
St. Helens, OR 97051
Email: jwalsh@ci.st-helens.or.us

With a copy to: Radler White Parks & Alexander
Attn: Dina Alexander
111 SW Columbia Street, Suite 1100
Portland, Oregon 97201
Email: dalexander@radlerwhite.com

To Tenant: St. Helens Sand Island Campground, LLC
Attn: Brad Hendrickson, Manager
134 N. River Street
St. Helens, Oregon 97051

With a Copy to: Mark A. Gordon, P.C.
Attn: Mark A. Gordon
1677 St. Helens Street
St. Helens, Oregon 97051
Email: mark@markgordonpc.com

18.12 Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same agreement. Delivery of a copy or counterpart to this Lease bearing an original signature by PDF transmission or by electronic mail shall have the same effect as physical delivery of the paper document bearing the original signature.

18.13 Time of Essence. Time is and shall be of the essence in this Lease.

18.14 Recording of Lease. Upon the written request of Tenant, Landlord shall execute and record a memorandum of this Lease in a form approved in writing by Tenant, at Tenant's sole expense.


18.15 No Third-Party Beneficiaries. Except to the extent expressly provided in this Lease, this Lease is not intended to confer upon any person other than the parties to this Lease, and their successor and assigns, any rights or remedies under this Lease.

18.16 Landlord Acting in Proprietary Capacity. The parties recognize that Landlord must retain its regulatory powers and that Landlord's regulatory bodies, in carrying out their responsibilities, should do so independently without influence by other Landlord officials or employees. This Lease does not restrict the Landlord's staff from performing their usual regulatory review, comment, and advisory functions. Nothing in this Lease shall be construed to limit or affect Landlord's exercise of its police powers. By entering into this Lease, Landlord is specifically not obligating itself or any other agency with respect to any discretionary or regulatory action relating to development or operation of the Project, including, but not limited to, rezoning, variances, environmental clearances, regulatory plan reviews, code compliance, or any other governmental agency approvals or regulatory actions which are or may be required or authorized. When reasonably feasible to do so, Landlord will work in good faith to facilitate the cooperation of, and coordination among, Landlord's staff. Landlord has concluded that the St. Helens public contracting code (Chapter 2.04) and the Oregon Public Contracting Code do not apply to this Lease because it is a contract for the disposal of an interest in real property under St. Helens Municipal Code Section 2.04.050(4). This Section 18.16 shall survive the termination of this Lease.

IN WITNESS WHEREOF, this Lease is made and entered into in multiple original counterparts with the intent it be effective as of the Effective Date notwithstanding the date of execution and delivery.

"LANDLORD"

CITY OF ST. HELENS, an Oregon municipal corporation

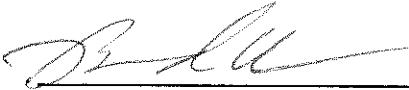
By: 
Name: Rick Scholl
Title: Mayor

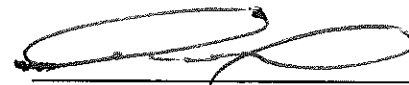
By: 
Name: John Walsh
Title: City Administrator

[Signatures continue on next page]

"TENANT"

ST. HELENS SAND ISLAND CAMPGROUND, LLC,
an Oregon limited liability company

By: 
Name: Brad Hendrickson
Title: Manager

By: 
Name: Andrew Niemi
Title: Manager

300
17.68 AC.

400
19.64 AC.

SAND

CITY PARK

ISLAND

NOTE:
WATER LINE & DOCKS
PROJECTED FROM
06/29/2000 12:28:25
AERIAL PHOTO

EAST LINE
DV 547

PT IS 2962' E.
& 44' S OF SW
COR SEC 34

1/4 COR.

305
S75°54'E

316
S86°54'E

SAND ISLAND

SEE M

MINUTES OF THE SPECIAL MEETING
OF THE MEMBERS AND MANAGERS OF
ST. HELENS SAND ISLAND CAMPGROUND, LLC

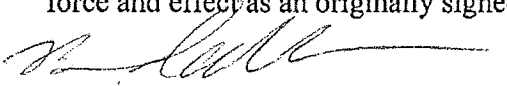
The undersigned, being all of the Managers and Members of St. Helens Sand island Campground, LLC, an Oregon limited liability company (the "Company"), acting without a meeting, adopt the following resolutions and take the following Company action effective March 29, 2019:

RESOLVED, that having reviewed the final form of the proposed Ground Lease of Sand Island Marine Park between the City of St. Helens, Oregon as lessor and the Company as tenant ("Lease"), and the Company being ready and able to commence operations, it is deemed appropriate and in the best interests of the Company that it do so and enter into the Lease with the City of St. Helens. The Lease is hereby approved in all respects.

FURTHER RESOLVED, that the Managers of the Company are hereby authorized and directed to execute and deliver the Lease on behalf of the Company.

FURTHER RESOLVED, that after review of the remaining business of the Company since its inception, taking into consideration all books of account, documents, and all agreements, instruments, decisions, transactions, including affiliated transactions, costs, expenses and distributions during and for such period, all acts of the Company, the Managers, and the Members, and each of them, during and for such period are hereby ratified, confirmed, and approved in all respects.

These Minutes may be executed in multiple counterparts, each of which to be considered an original and all of which together to constitute one integrated document. A signed facsimile transmission and any electronic signature affixed hereto is intended to and shall have the same force and effect as an originally signed document and may be used as such for all purposes.



Brad Hendrickson, Manager/Member



Andrew Niemi, Manager/Member

{SHC.spmin.Lease.3/19}



STHEL-8

OP ID: MM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 503-397-0714 NFP Property & Casualty Svcs 61 Plaza Square St. Helens, OR 97051 Ron Schlumpberger	CONTACT NAME: Ron Schlumpberger PHONE (A/C, No, Ext): 503-397-0714 FAX (A/C, No): 503-397-0674 E-MAIL ADDRESS:
INSURED St. Helens Marina, L.L.C. St. Helens Sand Island Campground LLC 134 N. River Street Saint Helens, OR 97051	INSURER(S) AFFORDING COVERAGE INSURER A: National Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	OMO00029674	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St. Helens is an Additional Insured per attached endorsement OM-38
12-15

CERTIFICATE HOLDER

CITYSTH

City Of St. Helens
265 Strand Street
ST. Helens, OR 97051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ron Schlumpberger



STHEL-8

2019.11

OP ID: JE

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER NFP Property & Casualty Svcs 61 Plaza Square St. Helens, OR 97051 Ron Schlumpberger	CONTACT NAME: Ron Schlumpberger PHONE (A/C, No, Ext): 503-397-0714 FAX (A/C, No): 503-397-0674 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : National Casualty Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Casualty Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		OMO0037943	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of St. Helens is an Additional Insured per attached endorsement OM-38 12-15

CERTIFICATE HOLDER	CANCELLATION
CITYSTH City Of St. Helens 265 Strand Street ST. Helens, OR 97051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



STHELEN-07

MICHELLEMORRILL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/20/2022

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PRODUCER NFP Property & Casualty Services, Inc. 61 Plaza Square Saint Helens, OR 97051	CONTACT NAME: PHONE (A/C, No, Ext): (503) 397-0714 FAX (A/C, No): (503) 397-0674 E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : National Casualty Company</td> <td>11991</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Casualty Company	11991	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

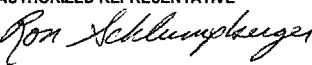
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							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 1,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
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							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
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	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of St. Helens is named Additional insured as respects to General Liability so long as a written contract or agreement to such exists with the named insured prior to a loss per endorsement OM-38 (12-15) attached.

CERTIFICATE HOLDER

CANCELLATION

City of St. Helens 265 Strand Street Saint Helens, OR 97051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

AUTHORIZED REPRESENTATIVE

DATE