

## AMENDMENT TO LEASE

City of St. Helens In Re: L# 10079

Original Lessor: Stimpson Lumber Co.

Original Lessee: Dale L. Clark/Clark Signs

Current Lessor: City of St. Helens

Lessee: Meadow Outdoor Advertising

Date of Original Lease: September 26, 2003

Date of this Amendment: April 13, 2023

Location of Sign: Address: 1230 Deer Island Rd., St. Helens, Oregon 97051

Description: Hwy 30 East Line 80' North of Deer Island Rd

**IN CONSIDERATION OF** the agreements, covenants, promises, representations and warranties contained herein, and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree the September 26, 2003 lease is amended as follows:

**1. Term:**

The initial term of the Lease is extended to October 1, 2043.

Except as provided in this Amendment, the terms of the Lease remain unchanged and are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first appearing above.

**LESSEE:**

Meadow Outdoor Advertising

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By. J. Chris Zukin

**LESSOR:**

City of St. Helens

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STIMSON LUMBER CO. "Lessor", of  
MULTNOMAH 520 SW YAMHILL SUITE 700 County of  
MULTNOMAH PORTLAND (Address) State of OREGON, zip 97204  
in consideration of the covenants herein, hereby grants to DALEL  
CLARK / CLARK SIGNS OR ASSIGNS "Lessee", the exclusive right  
to use and occupy the "premises" located at 1230 DEER ISLAND  
ROAD Street, in the City of ST. HELENS  
County of COLUMBIA  
State of OREGON; the  
legal description of which is: 5133-042-00400

Said grant is made for the purpose of allowing Lessee to erect and maintain thereon outdoor advertising structures, displays and devices ("the sign"), including necessary equipment, for a period of TWENTY (20) years from the date hereof. As rental for the premises, easements and rights herein provided, Lessee shall pay to the Lessor the sum of \$ \$150.00 each month commencing OCT. 1, 2003, and continue thereafter each month during the time that Lessee's sign permanently occupies the premises for the term of this lease. All rents shall be paid to Lessor monthly in advance.

Both Lessor and Lessee further agree to the following terms and conditions:

A. Although signed by a salesperson of Lessee, this agreement shall not be binding upon Lessee for any purpose until the same is executed by an executive officer or another authorized agent of Lessee. When this agreement is fully executed, the undersigned for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms. Lessor will give Lessee written notice of any change in ownership of the

premises and/or warrants that he has good title to the premises and that Lessee will not be disturbed in its occupancy or quiet enjoyment of the premises during the term of this agreement.

B. In the event the site actually occupied by the sign is to be improved by the erection thereon of a permanent building, Lessor may cancel this agreement by refunding to Lessee all unearned prepaid rental and by giving ninety (90) days written notice of said intention to build, PROVIDED, however, that if construction has not commenced within the referenced ninety (90) days, this lease shall continue in effect and Lessee shall be required only to vacate the premises in sufficient time so as not to materially obstruct building operations. In the event the sign is removed pursuant to notice specified in this paragraph, but the proposed building is not erected, this agreement shall continue in force for the term (or extension thereof) herein specified, and Lessor shall reimburse Lessee for all expenses of removal and reinstallation of the sign. In the event the premises continues to have advertising value after the completion of the building, then this agreement may (at the option of and upon written notice by Lessee) continue in effect and the sign may be relocated on the premises to a place mutually agreeable to both parties.

C. Lessee may terminate this agreement by giving thirty (30) days written notice to Lessor if the advertising value of the premises is diminished by any of the following events:

1. The enactment and/or enforcement of any law, statute, ordinance, rule, regulation or restriction which may prevent or interfere with erection and/or maintenance of Lessee's sign;

2. If, in the opinion of Lessee, the sign becomes entirely or partially obstructed for any reason, regardless of fault;

3. Diversion of traffic for any reason.

Lessor shall not obstruct or permit anyone else to obstruct the subject sign.

D. The sign and the associated permits are and shall remain the property of Lessee, and Lessee may remove same from the premises at any time. The sign will be personal property and it will be assessed separately from the real property, and the assessment for same will go directly to the Lessee. In the event this agreement is terminated before the expiration of its term, Lessor shall refund to Lessee all unearned prepaid rents.

E. Lessee shall have free access to the sign site for installing, servicing and removing the sign, and for all associated purposes. Also, Lessee may illuminate the sign, and Lessor shall grant the necessary rights and easements, and otherwise execute such additional documents as may be thus

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necessary or desirable. Lessee may trim, cut or remove any shrubs or trees it deems necessary in order to maintain its sign and/or the sign's effectiveness. Lessee shall obtain all licenses and permits required, and shall pay all fees caused by Lessee's use of the premises. Lessee shall hold Lessor harmless from damages to persons or property by reason of accidents resulting from the negligence or willful acts of its agents and employees in the erection, maintenance, repair or removal of the sign. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including a reasonable attorney's fee, from the defaulting party.

F. Lessor may terminate this agreement and request Lessee to remove subject sign if Lessee fails to pay the monthly rental consideration pursuant to the terms of this agreement.

G. Special Provisions: Lessor will grant easement to obtain power underground and to allow sign maintenance access. Utility costs will be billed directly to Lessee, and Lessee will maintain liability insurance coverage throughout the term of this lease. It is further understood that when the sign is removed, the property will be restored to it's natural condition with the exception of the footing underground.

10'X30' V MONO POLE PARTIAL FLAG AS EXISTS 45'0" Height

This agreement constitutes the entire agreement between the parties and will not be modified or amended except in writing and signed by the parties hereto.

LESSEE'S NAME: DADEL CLARK/CLARK SIGNS ORASEGNS  
BY: Nave L Clark  
ADDRESS: PO BOX 1113 ST. HEZENS, OR. 97051  
DATE: Sept 26, 2003

LESSOR'S NAME: STIMSON LUMBER CO.  
BY: J. J. Clark VP. Manuf. 9/26/03  
ADDRESS: 520 SW YAMHILL SUITE 700  
PORTLAND OREGON 97204  
DATE: Sept 26, 2003  
503-222-1676  
FAX 503-242-1588

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