

After Recording Mail To:

Randall B. Bateman, Esq.
Bateman Seidel
1000 SW Broadway, Suite 1910
Portland, Oregon 97205

Tax Statements to:

7th Street Container Lofts LLC
13014 Clackamas River Drive
PO Box 387
Oregon City, OR 97045

SECOND AMENDMENT TO GROUND LEASE

DATED: As of October 31, 2021 (“Effective Date”)

BETWEEN:

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

AND

7TH STREET (“Tenant”)
CONTAINER LOFTS LLC,
an Oregon limited liability
company

THIS SECOND AMENDMENT TO GROUND LEASE (“**Second Amendment**”) is dated as of the Effective Date and is between Landlord and Tenant.

RECITALS:

A. Landlord and Tenant entered into a Ground Lease dated as of August 12, 2018 (as amended by that certain First Amendment to Ground Lease dated as of June 1, 2021, the “**Lease**”), covering the real property described as Lots 16, 17, 18 and 19, Block 62, CITY OF ST. HELENS, in the City of St. Helens, Columbia County, Oregon more fully described in Exhibit A hereto.

B. Terms using initial capital letters in this Second Amendment that are not otherwise defined shall have the meanings given to them in the Lease.

C. Landlord and Tenant desire to amend the Lease and enter into this Second Amendment to evidence the same.

NOW, THEREFORE, based upon the foregoing Recitals, and the mutual covenants hereinafter set forth, Landlord and Tenant agree as follows:

AGREEMENT:

1. **Confirmation of Substantial Completion.** Landlord confirms that Tenant achieved Substantial Completion of the Project on September 30, 2021.

2. **Premises.** The Premises are modified to include all of the Property described in Exhibit A to the Lease (the full description which is set forth in Exhibit A to this Second Amendment) and for avoidance of doubt, including the six (6) parking spaces defined in the Lease as the "City Parking Lot." Although the City Parking Lot will be a part of the Premises, the general public shall have the right to use the City Parking Lot subject to Tenant's right to impose reasonable rules and regulations concerning the use of the City Parking Lot. Any such rules and regulations that are consistent with the rules and regulations of the Condominium Association (including the Condominium Declaration and Bylaws of the Condominium Association) shall be deemed reasonable. Tenant, at its sole cost and expense, shall erect and maintain signage indicating that the City Parking Lot parking spaces are available for public parking.

3. **Handicap Parking Spaces.** Landlord confirms that in its capacity as Landlord and a municipal corporation that it required only one (1) of the eighteen total parking spaces to be a handicap parking space and the reference to two (2) handicap parking spaces in the Lease is amended and modified to one (1) handicap parking space which is located in the City Parking Lot.

4. **Exhibit C - Financial Assistance.**

(a) Section 1 of Exhibit C to the Lease is deleted in its entirety. For avoidance of doubt, Tenant shall not be entitled to any credit of Permit Costs in excess of \$40,000.

(b) Landlord agrees that the actual out-of-pocket costs for the City Parking Lot construction was \$35,000 for purposes of Section 2 of Exhibit C to the Lease.

5. **Compliance with Lease.** Landlord confirms that as of the Effective Date: (i) no Tenant Default exists under the Lease, and (ii) no event exists that with the passage of time and/or notice would constitute a Tenant Default under the Lease.

6. **Automatic Amendment of Legal Description.** The legal description of the Premises set forth in Exhibit A shall be deemed modified without any further action in accordance with the recording of the Condominium Plat as such legal description is approved as part of the same by the Columbia County surveyor.

7. **Full Force and Effect.** As otherwise expressly modified herein, the Lease remains in full force and effect in accordance with its terms.

EXCEPT AS SPECIFICALLY AND EXPRESSLY AMENDED HEREIN, the original terms of the Lease shall remain in full force and effect.

“LANDLORD”

CITY OF ST. HELENS, an Oregon municipal corporation

By: _____
Name: Rick Scholl
Title: Mayor

By: _____
Name: John Walsh
Title: City Administrator

“TENANT”

7TH STREET CONTAINER LOFTS, LLC,
an Oregon limited liability company

By: NORWAY CONSTRUCTION LLC,
an Oregon limited liability company, d/b/a
Relevant Building Company,
Its: Sole and Managing Member

By: _____
Carl T. Coffman, its Manager

(notarial jurats on following page)

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, _____ as the Mayor of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

Notary Public for Oregon
My commission expires: _____
Commission No.: _____

STATE OF OREGON)
) ss.
County of Columbia)

The foregoing instrument was acknowledged before me this _____ day _____, 2021, by _____, _____ as the City Administrator of the City of St. Helens, an Oregon municipal corporation, on behalf of such municipal corporation.

Notary Public for Oregon
My commission expires: _____
Commission No.: _____

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Carl T. Coffman, as the Manager of Norway Construction LLC, an Oregon limited liability company, d/b/a Relevant Building Company, as the Sole and Managing Member of 7th Street Container Lofts LLC, an Oregon limited liability company, on behalf of such limited liability company.

Notary Public for Oregon
My commission expires: _____
Commission No.: _____

Exhibit A

Legal Description of Premises:

LOTS 16, 17, 18, AND 19, BLOCK 62, "SAINT-HELENS", COLUMBIA COUNTY PLAT RECORDS, LOCATED IN THE S.E. 1/4 OF SECTION 33, T.5N., R.1W., W.M., CITY OF SAINT HELENS, COLUMBIA COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, BEING A 5/8" IRON ROD WITH A RED PLASTIC CAP MARKED "CENTERLINE CONCEPTS" FOUND AT THE EAST CORNER OF LOT 4 OF SAID BLOCK 62; THENCE ALONG THE NORTHEAST LINE OF SAID LOT 4, AND CONTINUING ALONG THE NORTHEAST LINES OF LOTS 5, 6, AND 7 OF SAID BLOCK 62, NORTH 15°28'02"W 232.00 FEET TO THE NORTH CORNER OF SAID LOT 7; THENCE ALONG THE SOUTHEAST LINE OF LOT 15 OF SAID BLOCK 62, NORTH 74°37'36" EAST, 100.00 FEET TO THE EAST CORNER THEREOF; THENCE ALONG THE SOUTHWEST RIGHT OF WAY LINE OF NORTH 7TH STREET, BEING 40.00 FEET SOUTHWEST OF THE CENTERLINE THEREOF WHEN MEASURED AT RIGHT ANGLES, SOUTH 15°28'02" EAST, 232.00 FEET TO THE NORTH CORNER OF LOT 20 OF SAID BLOCK 62; THENCE ALONG THE NORTHWEST LINE OF SAID LOT 20, SOUTH 74°37'36" WEST, 100.00 FEET TO THE INITIAL POINT.