

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “**Lease**”) is made and entered into as of the _____ day of _____, 2025 (the “**Commencement Date**”), by and between _____ (“**Landlord**”) and City of St Helens, an Oregon municipal corporation (“**Tenant**”).

Preliminary Statement

A. Landlord is the owner of that certain parcel of property located at 1771 Columbia Blvd. in the City of St. Helens, Oregon, as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “**Land**”). The Land, together with all buildings and other improvements, if any, located thereon, which land, buildings, and other improvements are herein called the “**Premises**”.

B. Landlord and Tenant are parties to a certain Purchase and Sale Agreement dated _____, 2025 (“**PSA**”), pursuant to which: (i) Landlord has agreed to sell the Premises to Tenant at the future date identified in the PSA, and (ii) Landlord has agreed to enter into this Lease, to allow Tenant to use and operate the Premises prior to the closing of the sale of the Premises under the PSA.

C. Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant, upon the terms and conditions specified in this Lease.

Lease

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Premises; Possession; Condition.

(a) *Lease of Premises.* Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the “**Term**” defined below. Tenant’s obligation under the PSA to acquire title to the Premises is incorporated herein by reference so as to permit the parties to provide public notice of such obligation within the Memorandum of Lease contemplated by Section 24 below.

(b) *Condition of Premises.* Landlord has delivered possession of the Premises “**as is**” to Tenant on the Commencement Date. Landlord has not made any representations, express or implied, regarding the Premises, save and except for all representations and warranties regarding the condition of the Premises set forth in the PSA, such representations and warranties being incorporated into this Lease by reference and made a part hereof.

(c) *Ownership of Improvements.* During the Term, the Improvements and Personalty located at the Premises shall be the property of Tenant, and Tenant shall be entitled to all proceeds therefrom. At the end of the Term, or upon the earlier termination of this Lease, the Improvements and Personalty shall become the property of the owner of fee title to the real property comprising the Premises. “**Improvements**” shall mean all buildings and other improvements now located, or hereafter erected, on the Land (including the Facility), together with all fixtures now or in the future installed or erected in or upon the Land or such improvements owned or leased by Landlord or Tenant. “**Personalty**” shall mean all machinery, equipment, appliances, furniture, and any other personal property of any kind or description

owned or leased by Landlord or Tenant located on the Premises and used in the operation of the Premises, excluding trucks and cars.

(d) *Leasehold Title Insurance Policy.* Landlord shall provide Tenant with, at Landlord's sole expense, a standard coverage leasehold title insurance policy with respect to Tenant's leasehold estate in the Premises created pursuant to this Lease (the "**Leasehold Policy**"). The Leasehold Policy shall be subject only to the standard pre-printed exceptions contained in the preliminary title report provided to Tenant pursuant to the PSA and to the "Permitted Exceptions" defined and identified in the PSA. If Tenant fails to acquire the Premises pursuant to the PSA, then Tenant shall reimburse Landlord for the expense of the Leasehold Policy.

2. Term. The term of this Lease (the "**Term**") shall begin on the date this Lease is signed (the "**Commencement Date**"), and shall end at midnight on the 210th day after the date on which Seller delivers written notice to Buyer of the death of Wayne Weigandt (principal owner of the Seller) (the "**Expiration Date**"). Notwithstanding the foregoing, the Term of this Lease shall expire immediately upon the following events: (i) any termination of the PSA pursuant to the terms thereof, or (ii) the occurrence of the Closing under the PSA, at which time Tenant's fee simple and leasehold estates in the Premises would be merged.

(a) If any litigation should arise with respect to any breach or claimed breach by Landlord of its obligations under the PSA to convey to Tenant title to the Premises, and such litigation remains unresolved as of the Expiration Date, then in such event the Term of this Lease shall be extended until either (x) such date as Landlord fulfills its obligations under the PSA to convey to Tenant title to the Premises, or (y) it has been finally determined by a court of competent jurisdiction (beyond all applicable appeals periods) that Landlord did not breach its obligations under the PSA.

3. Rent; Security Deposit.

(a) Rent.

(i) Tenant shall pay to Landlord monthly rent for the Premises (such monthly rent, as adjusted and increased pursuant to the terms of this Lease, is referenced herein as "**Monthly Rent**") as follows: The initial rate of Monthly Rent as of the Commencement Date shall be \$6,250.00 per month. *Monthly Rent shall increase on each Adjustment Date, as defined below, during the Term by the CPI Adjustment Amount over the rate of Monthly Rent in effect immediately prior to such Adjustment Date.* For purposes of this Lease, (i) "**Adjustment Date**" means _____ 1, 202[6], and each _____ 1 thereafter during the Term; and (ii) the "**CPI Adjustment Amount**" means the product obtained by multiplying the then-current Monthly Rent by fifty percent (50%) of the percentage increase in the Consumer Price Index, West Region (Urban Consumers) between (x) the calendar month preceding the Adjustment Date, and (y) the calendar month immediately preceding the Adjustment Date from immediately preceding the calendar year.

(ii) Monthly Rent shall be paid by Tenant to Landlord in advance on the Commencement Date, and thereafter on first day of each calendar month, continuing throughout the Term. Monthly Rent, and all other rent and charges due to Landlord hereunder, shall be paid to Landlord at the address to which notices to Landlord are given as set forth in Section 19 below without setoff or deduction for any reason. Monthly Rent for any partial month shall be prorated on a daily basis and on the basis of the number of days in any month for which rent is prorated.

(iii) All other amounts (other than Monthly Rent) that Tenant is obligated to pay to Landlord pursuant to the terms of this Lease shall be due and payable within thirty (30) days after written demand therefore from Landlord, unless a different time is specified in this Lease.

(iv) All Monthly Rent and other charges not paid when due shall (i) bear interest at the rate of ten percent (10%) per annum from the date due until the date paid; and (ii) be subject to a late charge equal to five percent (5%) of the overdue amount (such charge serving to defray Landlord's expenses incident to handling such delinquent payments).

(b) Net Lease. This Lease is an absolute net lease. Tenant shall pay all expenses of every kind and nature whatsoever relating to or arising from the Premises, including property taxes and assessments of every kind, utility costs, governmental levies and fees, and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: any expenses related to or arising from Landlord's breach of its representations and warranties under this Lease.

4. Demolition and Construction at Site

(a) Preconditions to Demolition of Existing Improvements. Tenant shall be permitted to demolish some or all of the existing improvements located upon the Premises as of the Effective Date (the "**Existing Improvements**"), provided that prior to such demolition, the City shall have executed a construction contract with respect to the construction of its buildings and improvements.

(b) Construction of Improvements. Tenant may improve the Premises with such buildings, other improvements, and subsequent alterations to such buildings and improvements, as Tenant may elect to construct upon the Premises in its sole and absolute discretion, subject to the following terms and conditions:

(i) During all demolition of Existing Improvements and construction of new improvements, Tenant shall cause its general contractors, construction managers, and subcontractors to obtain the insurance required under Section 8 below and has delivered to Landlord certificates (or certified copies of policies, if requested by Landlord) evidencing such insurance.

(ii) *Liens Subordinate to Landlord*. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof. Landlord shall be permitted to post notices of non-responsibility or similar notices to contractors at the Premises prior to Tenant's commencement of construction of the Facility.

(c) Permits, Laws and Ordinance. Tenant shall, at its sole cost and expense, comply and cause its contractors and subcontractors to comply in all material respects with all Laws of all Governmental Authorities which may now or hereafter, from time to time, be established and which are or shall be applicable to Tenant or Landlord as they relate to the Premises and shall take, as otherwise provided herein, all action necessary to cause the Premises to comply in all material respects with all provisions of this Lease applicable to Tenant.

(d) Effect of Demolition of Existing Improvements. Tenant acknowledges that if it both (i) removes a material portion or all of the Existing Improvements from the Premises in preparation for

redevelopment thereof, and (ii) thereafter fails to acquire the Premises pursuant to the terms of the PSA, then Landlord may be economically harmed due to loss of rental income and the cost to construct replacement improvements upon the Premises. Accordingly, Tenant covenants and agrees that it shall acquire the Premises pursuant to the PSA and, in addition to Landlord's rights under the PSA in connection with such a failure to acquire the Premises, Landlord may recover its actual damages under this Ground Lease resulting from such failure to acquire the Property .

5. Operation of the Premises; Repair and Maintenance

(a) Tenant's Operation of the Premises. Throughout the Term of this Lease, Tenant shall have the exclusive right and obligation to operate the Premises in accordance with all laws, rules, regulations, ordinances and other legal requirements (collectively, "**Laws**") governing the Premises and this Lease.

(b) Utilities. Tenant shall make all arrangements for and pay for all utilities and services used by Tenant or at the Premises, including, without limitation, gas, electricity, water, sewer, janitorial, trash removal and communications services, including without limitation any and all charges for initiation of such utilities and services.

(c) Repair and Maintenance. Tenant shall, at its own expense, maintain in good condition and repair the entire Premises, including without limitation all buildings and other improvements on the Premises, and all roofs, structural elements and exterior walls, landscaping, driveways, parking areas and building systems (including without limitation plumbing, electrical, heating and air conditioning), and otherwise keep and maintain the Premises in good order and repair throughout the Term. Tenant, at its sole expense, shall make any modifications of the Premises required to comply with applicable legal requirements, including without limitation the Americans with Disabilities Act.

(d) Taxes. Tenant shall pay all real and personal property taxes, assessments, and other taxes and charges of any nature whatsoever (collectively the "**Taxes**") that are levied or assessed against the Premises during the Term. Tenant shall pay the Taxes from time to time, before the same become delinquent or interest or penalties attach thereto. Tenant's liability to pay Taxes on the Premises shall be prorated for any fractional portion of a calendar year included in the Term at its commencement and expiration. Regardless of the fiscal year of any taxing authority, Taxes shall be apportioned on a calendar year basis and on the basis of such Taxes as become due and payable during the calendar year in question. Tenant shall also pay before delinquency all Taxes that are levied or assessed, or are otherwise based on, Tenant's property, or Tenant's use or operation of the Premises. Tenant shall furnish Landlord with satisfactory evidence of the payments required hereunder as such payments are made by Tenant.

6. Damage by Casualty or Fire; Condemnation.

(a) Damage. If the improvements that are part of the Premises are totally or partially damaged or destroyed by fire or other casualty, however caused, or by any other cause or happening, then (i) Tenant shall promptly give written notice of the damage or destruction to Landlord, and (ii) Tenant shall either repair such damage or destruction, or demolish all damaged improvements in its sole discretion (in which event, all demolished improvements shall be removed from the Premises and the site shall be restored to a rough-graded condition). Such damage or destruction shall not terminate this Lease or result in any abatement or reduction of Monthly Rent or any other rent or charge.

(b) Taking for Public Use. If the whole of the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by purchase in lieu thereof, (other than by the City of St. Helens or an entity owned or controlled by the City of St. Helens), then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Premises shall

be so taken (other than by the City of St. Helens or an entity an entity owned or controlled by the City of St. Helens) as to render the remainder thereof unusable for the purposes for which the Premises was leased, Tenant shall have the right to terminate this Lease on thirty (30) days written notice to Landlord, which shall be given within thirty (30) days after the date of such taking. In the event that this Lease shall terminate or be terminated, Monthly Rent shall be pro-rated to the termination date. If this Lease is not terminated, Monthly Rent shall not be reduced or abated. All compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Landlord without any participation by Tenant..

7. Insurance Requirements for Tenant. Throughout the Term, Tenant at its sole cost shall maintain Commercial General Liability Insurance (current ISO form or its equivalent) in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence, with a General Aggregate limit per location of at least Two Million and No/100 Dollars (\$2,000,000.00). Such insurance shall be on an occurrence basis with respect to the business carried on in or from the Premises and Tenant's use and occupancy of the Premises. Tenant further agrees that such insurance shall contain fire and extended coverage legal liability insurance. Tenant's insurance shall be primary and noncontributory with regard to the Premises and Tenant's operations.

The policy of insurance required to be maintained by Tenant pursuant to this Section shall (i) be placed with an insurance company admitted to do business in the state in which the Premises is located, and (ii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to Landlord prior to any cancellation or reduction in coverage of the policy. The policy of insurance shall name Landlord as additional insured. Prior to the Commencement Date, and annually thereafter (or otherwise upon request of Landlord), Tenant shall deliver to Landlord certificates of insurance evidencing the policies of insurance required by this Section, together with satisfactory evidence of proof of payment of premiums. The premiums for such insurance shall be paid by Tenant.

8. Additional Insurance Requirements. At all times during the conduct on Tenant's behalf of any construction work at the Premises, Tenant shall also ensure compliance with the following insurance requirements in this Section:

(a) All contractors shall maintain to maintain commercially reasonable insurance coverages as Tenant, in its reasonable discretion, deems appropriate given the scope and nature of the construction work being conducted, provided, however, that in all instances such contractors shall be required to carry (i) commercial general liability insurance, in such amounts and limits as Tenant deems appropriate, and (ii) such workers' compensation insurance and employers' liability insurance as may be required by the laws of the State of Oregon. Tenant shall require all subcontractors performing work under this Lease to obtain an insurance certificate showing proof of carriage of the aforementioned required insurance coverages.

(b) The insurance required under this Section 8 shall be subject to the same requirements applicable to the policies required under Section 7 above. Furthermore, Tenant shall require all its contractors, subcontractors, design-builders, construction managers, consultants, and other entities providing services, materials, or labor to all or any portion of the Premises to: (x) include Landlord and Tenant as additional insureds in their commercial general liability policies; and (y) obtain a waiver of subrogation endorsement in all policies in favor of Landlord and Tenant.

9. Indemnification. Tenant shall protect, indemnify, defend and save harmless the Landlord from and against any and all claims, demands, liabilities, actions, losses, liens, costs and expenses of any nature whatsoever (including without limitation attorneys' fees) (collectively, "**Claims**") in any manner growing out, related to or arising from (i) Tenant's use and occupancy of the Premises, (ii) any injury, death or property damage occurring in or about the Premises, and (iii) any Default, as defined below, under this Lease by Tenant; provided, however, that in no event shall the foregoing obligations extend to any Claims

growing out of, related to, or arising from the negligence or willful misconduct of Landlord or its owners, employees, contractors, or agents.

10. Default. The occurrence of any one of the following shall constitute a default (“**Default**”) of the Ground Lease by Tenant:

(a) Tenant fails to pay Monthly Rent, or any other rent or charge (“Monetary Obligation”), when due;

(b) Tenant fails to perform any other provision of this Lease (“Non-Monetary Obligation”) if the failure to perform is not cured within thirty (30) days after notice to Tenant; provided, however, that if such breach is not reasonably susceptible to cure within thirty (30) days, then Tenant shall be provided such additional time to cure its failure to perform as may be reasonably necessary, provided that Tenant promptly commences and thereafter diligently pursues timely completion of such cure; or

(c) Tenant fails to proceed with the closing of Tenant’s purchase of the Property pursuant to the PSA.

11. Landlord’s Remedies. Upon a Default, Landlord shall have the following remedies set forth in this Section 11, and no other remedies. **The remedies in this Section 11 and those in Section 6 of the PSA are expressly intended to be Landlord’s sole and exclusive remedies, under both this Ground Lease and as Seller under the PSA, and Landlord/Seller shall have no other remedies at law or in equity.**

(a) It is expressly acknowledged that in no event shall Landlord be permitted to terminate Tenant’s leasehold estate in this Lease in connection with any Default, except in the event that both: (x) Tenant breaches its obligation under the PSA to acquire the Premises, and (y) Landlord is unsuccessful in its lawsuit to seek specific performance to cause the Tenant to acquire the Premises pursuant to the PSA. The term of this Ground Lease will be extended during the pendency of any lawsuits under the PSA seeking specific performance of the obligation to proceed with Closing, regardless of which party initiates such suit.

(b) Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease. The exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease.

(c) Landlord shall have the right (but not the obligation) to cure any Default on behalf and at the expense of Tenant without further prior notice to Tenant, and all sums expended or expenses incurred by Landlord in performing such shall be deemed to be additional rent under this Lease and shall be due and payable upon demand by Landlord with interest at the rate provided in Section 3 above.

(d) Tenant shall pay, on demand, all costs and expenses, including reasonable attorneys’ fees, incurred by Landlord in enforcing Tenant’s obligations or Landlord’s rights under this Lease.

(e) Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the payment of Monetary Obligations under this Lease.

(f) Landlord may elect to proceed by appropriate judicial proceedings, either at law or in equity, to enforce the performance or observance by Tenant of the Non-Monetary Obligations under this Lease or to recover actual damages for breach thereof.

(g) As noted herein above, if Tenant fails to acquire the Property pursuant to the PSA, then Landlord shall be entitled to the remedy of specific performance requiring Tenant to acquire the Premises pursuant to the PSA, plus further damages, if any, attributable to holdover and breach of the Ground Lease.

12. Assignment and Subletting. Tenant shall not sell, assign, pledge or hypothecate this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord, in Landlord's sole discretion. An assignment shall be considered to include a change in the majority ownership or control of Tenant, and any change in control of Tenant without prior written approval from Landlord shall be deemed a violation of the foregoing provision unless Landlord consents thereto in writing. Consent by Landlord to one assignment, subletting or other transfer shall not destroy or operate as a waiver of the prohibitions contained in this Section as to future assignments, subleases or other transfers, and all such later assignments, subleases or transfers shall be made only with Landlord's prior written consent. In the event any assignment or other transfer of this Lease, or subletting of the Premises or any part thereof, is made by Tenant, whether or not the same is consented to by Landlord, Tenant shall remain liable to Landlord for payment of all Monthly Rent and other rent and charges hereunder, and for the faithful performance of all of the other terms and covenants of this Lease to the same extent as if this Lease had not been assigned, transferred or the Premises sublet.

13. Surrender.

(a) Holdover. If Tenant fails to surrender the Premises to Landlord as required under this Lease upon the expiration of the Term or earlier termination of this Lease, -Tenant agrees to indemnify, defend and hold harmless Landlord from and against all claims, actions, damages, liabilities, losses and expenses arising from such holding over, including without limitation claims made by any succeeding tenant or real estate broker, losses or damages resulting from the inability to lease or deliver possession of the Premises to any succeeding or prospective tenant (including without limitation lost profits and other consequential damages) and attorneys' fees.

(b) Removal of Fixtures. All trade fixtures and furnishings installed in the Existing Improvements at the Premises by and at the expense of Tenant may be removed by Tenant at any time prior to expiration of the Term or earlier termination of this Lease; provided that such removal will not damage the Premises. Tenant agrees that it will promptly repair any damage to the Existing Improvements caused by such removal. Any such property of Tenant not so removed before the expiration of the Term or the earlier termination of this Lease shall, at Landlord's option, become the property of Landlord, or shall be removed by Tenant, at Tenant's expense, on demand. Tenant's obligations under this Section shall survive the termination of this Lease or expiration of the Term.

14. Quiet Enjoyment. Throughout the term of this Lease, Tenant shall be entitled to enjoyment of the Premises without disturbance by any party claiming by or through Landlord, subject to the terms of this Lease.

15. Hazardous Materials and Environmental Laws.

(a) Tenant warrants and agrees that, during the entire Term of this Lease and at its expense, Tenant shall comply with all Environmental Laws. Such compliance shall include Tenant's obligation to take Remedial Action when required by such Environmental Laws and to pay all fines, penalties, interest, or other costs imposed by any Governmental Authorities in connection with any violation or requirement of any Environmental Law.

(b) Tenant shall promptly notify Landlord should Tenant receive notice of, or otherwise become aware of, any: (a) pending or threatened environmental regulatory action against Tenant or the

Premises; (b) claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Material; or (c) release or discharge, or threatened release or discharge, of any Hazardous Material in, on, under or about the Premises.

(c) Tenant agrees, to the extent permitted by applicable law, to indemnify, defend and hold harmless Landlord from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including reasonable attorneys' fees) directly or indirectly attributable to Tenant's failure to comply with this Section, including, without limitation: (a) all consequential damages; and (b) the costs of any required or necessary repair, cleanup or other response action. The indemnity contained in this Section shall survive the termination or expiration of this Lease.

(d) For purposes of this Lease: (i) "**Environmental Laws**" shall mean all Laws: (a) relating to the environment, human health, or natural resources; (b) regulating, controlling, or imposing liability or standards of conduct concerning any Hazardous Materials; (c) relating to Remedial Action; and (d) requiring notification or disclosure of releases of Hazardous Materials or of the existence of any environmental conditions on or at the Premises, as any of the foregoing may be amended, supplemented, or supplanted from time to time; (ii) "**Governmental Authority**" shall mean the United States, the State of Oregon, City of St. Helens, any political subdivision of the foregoing, and any other any other governmental or regulatory authority, agency, board, department, or any other public or quasi-public authority, having jurisdiction over the Premises or the matter at issue; (iii) "**Hazardous Materials**" shall mean any and all substances, materials, chemicals, or wastes that now or hereafter are classified or considered to be hazardous or toxic under any Environmental Law, or that are or become regulated by any Governmental Authority because of toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness, or reactivity under any Environmental Law applicable to the Premises, and shall also include: (a) gasoline, diesel fuel, and any other petroleum hydrocarbons; (b) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (c) polychlorinated biphenyls; (d) radon gas; and (e) flammable liquids and explosives; (iv) "**Release**" means the release or threatened release of any Hazardous Materials into or upon or under or above any land, water, or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, spillage, leakage, seepage, leaching, or dumping; and (v) "**Remedial Action**" shall mean the investigation, response, clean up, remediation, prevention, mitigation, or removal of any Hazardous Materials necessary to comply with any Environmental Laws.

16. Landlord's Breach. Landlord's breach of this Lease shall constitute a breach under the PSA, and in connection with any such breach, Tenant shall be entitled to pursue against Landlord (pursuant to this Lease) the same rights and remedies granted to Tenant pursuant to the PSA in connection with a breach thereof.

17. No Superior Mortgages or Liens; No New Encumbrances. Landlord represents and warrants that: (i) the Premises is not subject to, and shall at no time during the Term be subject to, any mortgage or deed of trust; and (ii) as of the Effective Date and through the Term of the Lease, the only exceptions and encumbrances upon title to the Premises are and shall be those set forth in the initial preliminary title report delivered to Tenant for its review and approval pursuant to the PSA, and Landlord shall in no event permit any new exceptions or encumbrances to be placed upon title to the Premises without Tenant's approval in Tenant's sole and absolute discretion.

18. Waiver. The waiver by Landlord of any breach of any covenant or agreement herein contained shall not be a waiver of any other Default concerning the same or any other covenant or agreement herein contained. The receipt and acceptance by Landlord of delinquent or partial rent shall not constitute a waiver of that or any other Default.

19. Notice. Any notice that either party desires or is required to give the other party shall be in writing and shall be deemed to have been sufficiently given if either served personally or sent by prepaid, registered or certified mail, addressed to the other party at the address set forth below:

Landlord: 1771ColumbiaBlvd, LLC
310 Riverside Dr.
St. Helens, OR 97051
wayneww82@outlook.com

With a copy to:
Joanna M. Wagner, Attorney
P.O. Box 686
Scappoose, OR 97057
attorneyjwagner@gmail.com

Tenant: City of St. Helens
Attention: City Administrator
265 Strand Street
St. Helens, Oregon 97051

Notwithstanding the foregoing, any notice by Landlord shall also be effective if it is delivered to, or posted at the Premises. Either party may change its address by notifying the other party of the change of address in the foregoing manner.

20. Applicable Law. This Lease shall be governed by the laws of the State of Oregon.

21. Integration and Binding Effect. The entire agreement, intent and understanding between Landlord and Tenant is contained in the provisions of this Lease, and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequence unless reduced to writing herein. The terms “**Landlord**” and “**Tenant**” and all pronouns relating thereto shall be deemed to mean and include corporations, partnerships, other entities and individuals as may fit the context, and the masculine gender shall be deemed to include the feminine and the neuter, and the singular number the plural. Any amendment to or modification of this Lease must be in writing and signed by the parties to this Lease.

22. No Impairment of Landlord's Title. Tenant shall not permit the Premises to be used by any Person at any time or times during the Term of this Lease in such a manner as would impair Landlord's title to or interest in the Premises or in such a manner as would cause a claim or claims of adverse possession, adverse use, prescription, or other similar claims of, in, to, or with respect to the Premises.

23. Brokers. Landlord and Tenant each represent that they have not dealt with any real estate broker, salesperson, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease, or showed the Premises to Tenant. Each party hereto agrees to indemnify and hold harmless the other party and its agents and employees from and against any and all liabilities and claims for commissions and fees arising out of a breach of the foregoing representation.

24. Memorandum of Lease. A Memorandum of Lease and Agreement to Purchase in the form set forth in **Exhibit B** attached hereto shall be executed by the parties simultaneously with execution of this Lease, and recorded in the real estate records of Columbia County, Oregon.

25. Waiver of Jury Trial. LANDLORD AND TENANT EACH WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

26. Interpretation and Construction. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any captions or headings used in this Lease are for convenience only and do not define or limit the scope of this Lease. The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. Whenever the singular or plural number, or masculine or feminine gender is used in this Lease, it shall equally apply to, extend to, and include the other.

27. No Agency. Nothing in this Lease is intended, or shall in any way be construed, so as to create any form of partnership or agency relationship between the parties. The parties hereby expressly disclaim any intention of any kind to create any partnership or agency relationship between themselves. Nothing in this Lease shall be construed to make either party liable for any of the indebtedness of the other, except as specifically provided in this Lease.

28. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed and sealed in their names, the day and year first above written.

LANDLORD:

1771ColumbiaBlvd, LLC

By:

Name: Wayne Weigandt

Title: Sole Member and Manager

TENANT:

City of St. Helens

By: _____

Name:

Title:

Approved by:

Name and Title: _____

Exhibit A

Description of Premises