

FOURTH ADDENDUM TO LEASE

The FOURTH Addendum to Lease made and entered into this day by and between the PORT OF CAMAS-WASHOUGAL, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter called "Lessor", and CITY OF CAMAS, WASHINGTON, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter called "Lessee".

WITNESSETH

WHEREAS, Lessor and Lessee entered into that certain Lease dated November 15, 2010 for property more particularly described as MB-6 Courthouse, Washougal, Washington; and

WHEREAS, Lessee has proposed and Lessor has accepted the Option to extend the term, rent and option to lease schedule for said premises for the period of January 1, 2015 - December 31, 2017,

WHEREAS, Lessee has proposed and Lessor has accepted the Option to extend the term, rent and option to lease schedule for said premises for the period of January 1, 2018 - December 31, 2022,

WHEREAS, Lessee has proposed and Lessor has accepted the Option to extend the term, rent and option to lease schedule for said premises for the period of January 1, 2023 - December 31, 2027,

WHEREFORE, the Lease dated November 15, 2010 between Lessor and Lessee is hereby amended to provide as follows:

1. Section 2 of said Lease is hereby amended to provide as follows:

Section 2. TERM: The initial term of this lease shall be for a period of five (5) years, commencing January 1, 2023, and expiring December 31, 2027, unless sooner terminated as provided by this lease. The Lessee shall have the right to possession of the premises commencing on the 1st day of the lease term.

2. Section 32 of the First Amendment of said Lease is hereby amended to provide as follows:

Section 32. **OPTION TO LEASE:** Lessee shall pay to Lessor, without any setoff or deduction except as specifically set forth herein, in addition to assessments and other charges required to be paid hereunder by Lessee, rent for the premises as follows:

A. **Year One:** For the period commencing January 1, 2023, and ending December 31, 2023, Lessee shall pay to the Lessor, in advance, the sum of \$6,244.70 per month.

B. **Year Two:** Commencing on January 1, 2024, and ending December 31, 2024, Lessee shall pay to the Lessor, in advance, the sum of \$8,004.57 per month.

C. **Year Three:** Commencing on January 1, 2025, and ending December 31, 2025, Lessee shall pay to the Lessor, in advance, the sum of \$8,244.71 per month.

D. **Year Four:** Commencing on January 1, 2026, and ending December 31, 2026, Lessee shall pay to the Lessor, in advance, the sum of \$8,492.05 per month.

E. **Year Five:** Commencing on January 1, 2027, and ending December 31, 2027, Lessee shall pay to the Lessor, in advance, the sum of \$8,746.81 per month.

Rentals are payable in advance on the first day of each month. The parties agree that a late

charge equal to (5%) percent of the rental payment shall be added to any rental payment received after the 10th day after the date it was due.

3. In all other respects, the Lease dated November 15, 2010 shall remain in full force and effect.

SIGNATURES ARE ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this lease in duplicate as of the

3rd day of November, 2022.

LESSOR:

LESSEE:

PORT OF CAMAS-WASHOUGAL

CITY OF CAMAS

By: David Ripp
David Ripp, CEO

By: _____

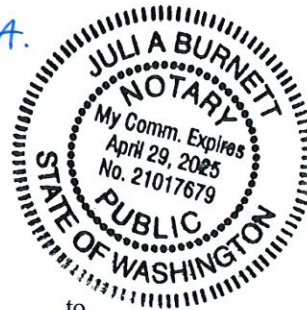
By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 3rd day of November, 2022, before me personally appeared DAVID RIPP, to me known to be the Chief Executive Officer of the Port of Camas-Washougal, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Juli A. Burnett
Notary Public in and for the State of
Washington, residing at Washougal, WA.
My commission expires 4-29-2025.



STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the _____ of _____, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of
Washington, residing at _____.
My commission expires _____.