LEASE

THIS LEASE AGREEMENT made and executed this 7 day of March, 2016, by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter referred to as "Lessor", and CRAIG MARK and DEBEE MARK, husband and wife, hereinafter referred to as "Lessee",

W I T N E S S E T H:

Section 1. **PREMISES LEASED:** For and in consideration of the payment unto it by the Lessee of the rentals hereinafter specified, and performance by the Lessee of the covenants and obligations hereinafter provided to be kept and performed by the Lessee, the Lessor does hereby lease, demise and let unto the Lessee that certain real estate situate in Clark County, Washington, and more particularly described in Schedule "A" and Schedule "B", attached hereto and by this reference incorporated as a part hereof.

The Lessor retains an easement over and across from the demised premises for access to the Columbia River and for purposes of transporting and disposing of sludge from the sewer treatment plant on Lessor's properties abutting the demised premises.

Section 2. **TERM:** The initial term of this lease agreement shall be for a period of five (5) years, commencing on the 1st day of January, 2016, and terminating on the 31st day of December, 2020, subject however, to the right of either party to terminate this lease without cause upon providing 180 days written notice of such termination to the other party.

Section 3. **RENTAL:** Lessee hereby agrees and is firmly bound to pay as rental for the demised property during the stipulated term the sum of One Thousand Seven Hundred and No/100 Dollars ($1,700.00) per month. Rental payments are payable in advance on the 5th day of each month.

Section 4. **WARRANTIES OF TITLE AND QUIET POSSESSION:** Lessor covenants that Lessee is seized of the demised premises in fee simple and has the full right to make this lease, and that Lessee shall have quiet and peaceable possession of the demised premises during the term hereof.

Section 5. **USE OF PREMISES:** Lessee agrees that he will use the demised premises only for the purpose of storing pipe, steel pilings, crane booms, and other materials and equipment used in Lessee's construction business. Lessee covenants to maintain the demised premises in a neat and clean condition at all times. Lessee shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance. Lessee further agrees and covenants to abide by the laws of the State of Washington and all valid municipal laws and regulations in his use of the demised premises. Lessor shall have the option to terminate this lease agreement, if it is required to send more than three notices in writing to Lessee for breach of this section.

Section 6. **ASSIGNMENT:** Lessee shall not assign this lease agreement or sublet the whole or any part of the premises, nor permit the use or occupancy of said premises by persons other than the Lessee, without first obtaining the written consent of Lessor.

Section 7. **ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST:** Lessee shall not encumber by mortgage or deed of trust or other proper instrument his leasehold interest and estate in the demises premises. Lessee further covenants and agrees not to permit any laborers, mechanics, materialmen, or other liens to be placed upon the demised premises as a result of Lessee's use of said premises. If any such lien or encumbrance shall at any time be filed against the demised premises, Lessee shall cause the same to be discharged of record within twenty (20) days after the date of the filing of the same.

Section 8. **IMPROVEMENTS:** No improvements shall be made to the demised premises

without Lessee's first obtaining the written consent of Lessor, which consent shall not be arbitrarily or unreasonably withheld. Upon termination or expiration of this lease agreement, all improvements shall be and remain the property of Lessor, provided however, that those improvements of a temporary nature which can be removed without damage to the demised premises may be retained by Lessee. Any improvements, materials, or equipment remaining on the premises ten (10) days after expiration or termination of this lease agreement shall be deemed abandoned and shall irrevocably be considered the property of Lessor.

Section 9. **INSPECTION OF PREMISES:** The Lessor, its agents, and employees, may enter the demised premises at any reasonable time to view and make inspections, and to determine if waste is being committed or suffered. In addition, Lessor shall retain a right-of-way over the demised premises to property lying to the west which is owned by Lessor.

Section 10. **INDEMNIFICATION AND LIABILITY INSURANCE:** Lessor and Lessor's agents, officers and employees shall not be liable to the Lessee for damage to person or property resulting from negligence of anyone other than Lessor, its agents, officers and employees, or for any damage to persons or properties resulting from any condition of the premises or other cause, including but not limited to damage by acts of God, unless such damage results from the negligence of Lessor or Lessor's agents, officers or employees.

Lessee agrees to indemnify and hold harmless the Lessor, its agents, officers and employees against and from any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of or from any work or thing whatsoever done by Lessee or his agents, contractors, servants or employees in or about the demised premises. Lessee will further indemnify and hold harmless Lessor, its agents, officers and employees against and from any and all claims arising from any breach or default on the part of the Lessee in the performance of any covenant or

agreement on the part of the Lessee to be performed pursuant to the terms of this lease, or arising from any act or negligence of the Lessee, his agents, contractors, servants or employees and occurring during the term of this lease in or about the demised premises, and from and against all costs, attorneys' fees, expenses and liabilities incurred in and about any such claim or action or proceeding brought thereon. In case any action or proceeding be brought against the Lessor, its agents, officers or employees by reason of any such claim, the Lessor may, at its option, require that the Lessee resist or defend such action or proceeding at Lessee's own cost and expense, and by counsel reasonably satisfactory to the Lessor.

Lessee agrees to carry liability insurance protecting himself and the Lessor, its agents, officers and employees, from any claims of persons for injuries to life, person or property by reason of anything done or permitted to be done or suffered or omitted to be done by Lessee in and about the occupation and use of said premises. Such liability insurance shall be in the minimum amount of $500,000.00 for any one person, $1,000,000.00 for any one accident, and $100,000.00 for property damage. Lessor shall be named as an additional insured in such liability insurance policy, and upon request by Lessor, Lessee agrees to deliver to Lessor a certificate of said insurance policy.

Section 11. **VACATION OR ABANDONMENT:** Upon vacation or abandonment of the premises by the Lessee without the written consent of the Lessor endorsed herein, Lessor may forthwith enter the premises or any portion thereof and re-let and otherwise exercise control of the same, and that for the purpose of such re-letting, said Lessor is authorized at the cost and expense of Lessee to make any reasonable repairs, changes, alterations or additions in or to said demised premises which may be necessary for the purpose of such re-letting. Such entry and control by Lessor shall not release Lessee from his obligations herein and Lessee shall remain liable and continued bound, unless the Lessor, at Lessor's election, should cancel the lease. Upon the giving of such notice

of cancellation and release by Lessor to Lessee at Lessee's last known address, the Lessee shall be released from all further obligations hereunder.

Section 12. **SURRENDER OF PREMISES:** At the expiration of this lease or any other earlier termination thereof after Lessee shall have come into possession, Lessee shall return said premises to Lessor in the same order and condition as when Lessee entered possession, ordinary wear and tear, fire or other casualty excepted.

Section 13. **HOLDING OVER:** If Lessee shall holder over after the expiration of the term of this lease and shall not have agreed in writing with the Lessor upon the terms and provisions of a new lease prior to such expiration, the Lessee shall remain bound by all the terms and covenants hereof, except that the tenancy shall be one from month-to-month.

Section 14. **DEFAULT:** This lease agreement is made upon the express condition that if Lessee shall be in arrears of the payment of the rental for a period of ten (10) days after the same becomes due, or if Lessee shall fail or neglect to keep, perform or observe any of the covenants and agreements contained herein, and if such default shall continue for fifteen (15) days or more after written notice setting forth the specific breach of this lease agreement shall be given to Lessee by Lessor, or if Lessee shall be declared bankrupt or insolvent according to law, or if any assignment of Lessee's property shall be made for the benefit of creditors, then the Lessor may, at its option, without further notice or proceedings, enter upon and take possession of the demised premises, expel Lessee, and remove Lessee's effects at Lessee's expense, forcibly if necessary, and store the same without being deemed guilty of trespassing and conversions, and without prejudice to any remedy which might otherwise be used in the event of Lessee's default.

Section 15. **LICENSES AND PERMITS:** Lessee shall be responsible for obtaining all necessary municipal, county, state, and federal permits and licenses required by his use of the demised

premises and his construction of improvements thereon, which shall include any permits or licenses required by the Shorelines Management Act of 1971, Chapter 90.58, Revised Code of Washington.

Section 16. **ATTORNEYS' FEES AND COSTS:** In any action to enforce the terms, conditions and covenants of this lease, the prevailing party shall be entitled to be reimbursed for his court costs and such amount as the court shall deem reasonable as attorneys' fees.

Section 17. **WAIVER:** The covenants of this lease agreement are continuing covenants, and no assent, expressed or implied, by Lessor to any breach of Lessee's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

Section 18. **MODIFICATION:** This lease may not be modified except by endorsement in writing, dated and signed by the parties hereto, and Lessor shall not be bound by any oral or written statement of any servant, agent or employee modifying this lease.

Section 19. **PARTIES BOUND:** The rights, liabilities and remedies provided for herein shall extend to the heirs, legal representatives, successors, and so far as the terms of this lease agreement permit, assigns of the parties hereto, and the words Lessor and Lessee and their accompanying verbs or pronouns, wherever used in this lease, shall apply equally to all persons, firms or corporations which may be or become parties hereto.

Section 20. **NOTICES:** Any notice required by the terms of this lease to be given by one party hereto to the other party shall be sufficient if it be in writing and deposited in the U.S. Mail, certified mail, return receipt requested, with postage fully prepaid, addressed to the appropriate party at his last known address. Any such notice shall be deemed conclusively to have been delivered to the addressee thereof within seventy-two (72) hours, excluding Sundays and legal holidays, after the deposit thereof in the U.S. Mail.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written.

CITY OF CAMAS

By: _____
Mayor

_____
Craig Mark

_____
Debee Mark

"Lessor"

"Lessee"

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 7 day of March, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared SCOTT HIGGINS, to me known to be the Mayor of the City of Camas, a municipal corporation, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, 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.

Ronda L. Syverson
NOTARY PUBLIC in and for the State of Washington, residing at Camas
My commission expires: 10/18/2018

RONDA L. SYVERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 18, 2018

EXHIBIT "A"

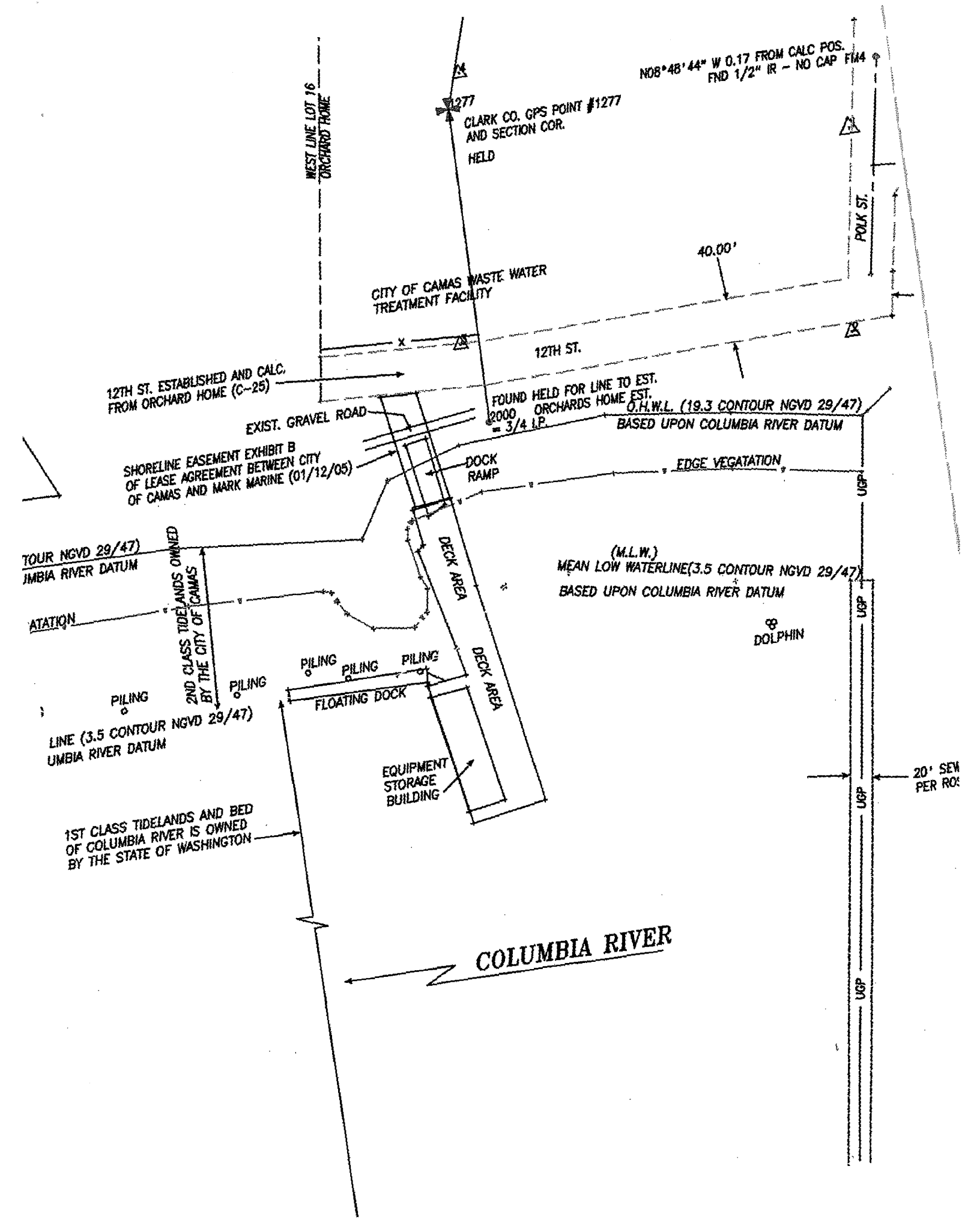
A portion of Lot 147 containing 0.93 acres located in the Northeast Quarter of the Northeast Quarter of Section 14, Township 1 North, Range 3 East of the Willamette Meridian, Clark County Washington, more particularly described as follows:

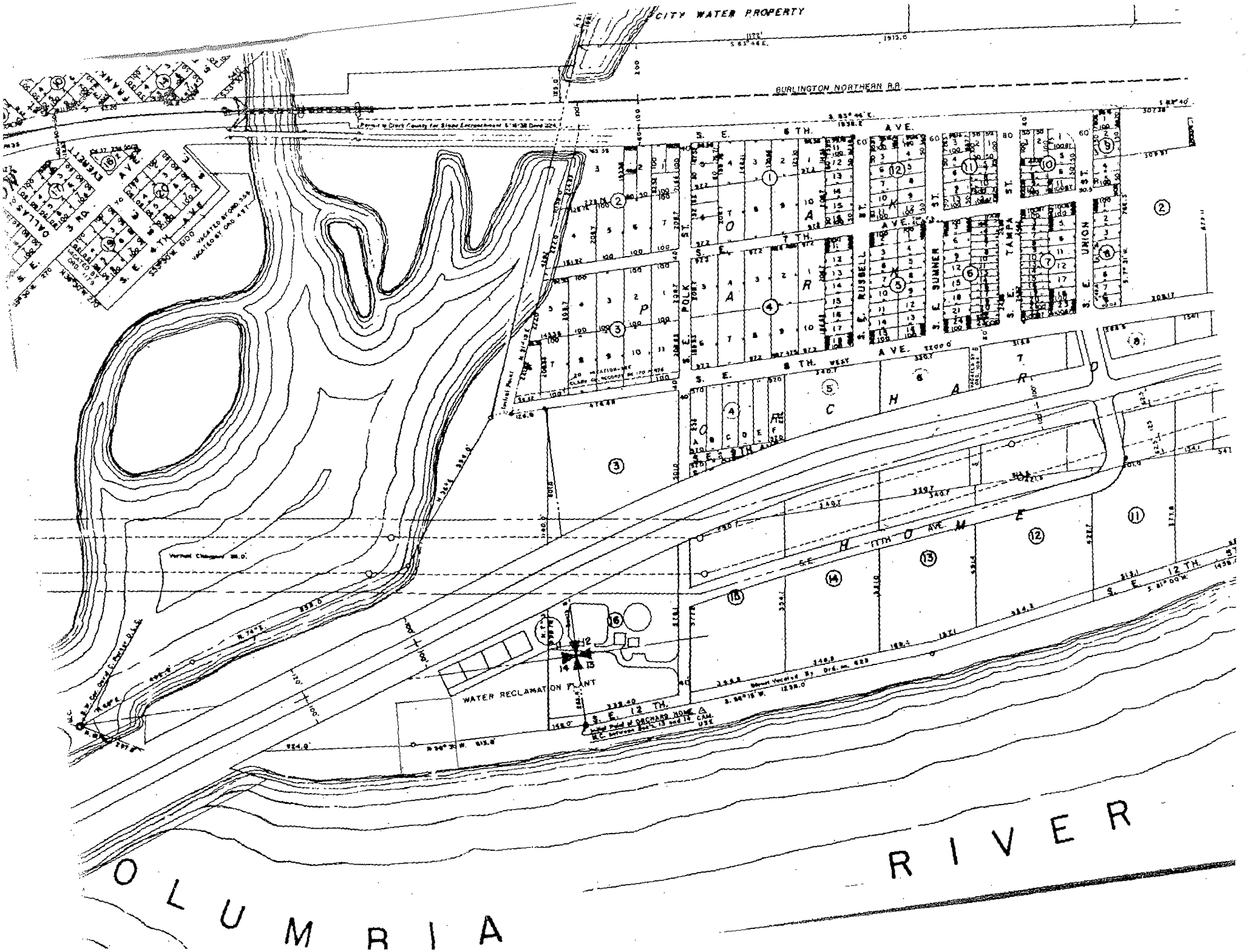
Beginning at the Northeast corner of Section 14 at a 1" iron pipe; Thence South 53 Degrees 26 Minutes 50 Seconds West 496.60 feet to the true point of beginning; Thence North 88 Degrees 38 Minutes 50 Seconds West 177.83 feet; Thence North 70 Degrees 41 Minutes 18 Seconds West 174.47 feet; Thence North 54 Degrees 08 Minutes 44 Seconds East 189.19 feet; Thence South 75 Degrees 13 Minutes 47 Seconds East 133.62 feet; Thence South 23 Degrees 21 Minutes 48 Seconds East 151.03 to the true point of beginning.

EXHIBIT "B"

A shoreline easement located in the Northeast Quarter of the Northeast Quarter of Section 14, Township 1 North, Range 3 East, of the Willamette Meridian, Clark County Washington, more particularly described as follows:

Beginning at the Northeast corner of section 14 at a 1" iron pipe; Thence South 01 Degrees 15 Minutes 35 Seconds West 253.40 feet to a point on the south line of Southeast 12th Avenue; Thence North 88 Degrees 30 Minutes West 61.92 feet along Southeast 12th Avenue to the true point of beginning; Thence South 8 Degrees 48 Minutes 30 Seconds East 100 feet more or less to the shoreline of the Columbia River; Thence South 82 Degrees 52 Minutes 12 Seconds West 31.63 feet along said shoreline; Thence North 8 Degrees 48 Minutes 30 Seconds West 100 feet more or less to a point on the south line of Southeast 12th Avenue; Thence South 88 Degrees 30 Minutes East 32.13 feet to the true point of beginning.


WEST LINE LOT 16 ORCHARD HOME
1277
CLARK CO. GPS POINT #1277 AND SECTION COR.
HELD
N08°48'44" W 0.17 FROM CALC POS. FND 1/2" IR - NO CAP FIM4
POLK ST.
40.00'
CITY OF CAMAS WASTE WATER TREATMENT FACILITY
12TH ST.
12TH ST. ESTABLISHED AND CALC. FROM ORCHARD HOME (C-25)
FOUND HELD FOR LINE TO EST. ORCHARDS HOME EST.
2000 = 3/4 I.P.
O.H.W.L. (19.3 CONTOUR NGVD 29/47) BASED UPON COLUMBIA RIVER DATUM
EXIST. GRAVEL ROAD
SHORELINE EASEMENT EXHIBIT B OF LEASE AGREEMENT BETWEEN CITY OF CAMAS AND MARK MARINE (01/12/05)
DOCK RAMP
EDGE VEGATATION
UGP
DECK AREA
(M.L.W.)
MEAN LOW WATERLINE(3.5 CONTOUR NGVD 29/47)
BASED UPON COLUMBIA RIVER DATUM
DOLPHIN
2ND CLASS TIDELANDS OWNED BY THE CITY OF CAMAS
PILING
PILING
PILING
PILING
PILING
FLOATING DOCK
DECK AREA
EQUIPMENT STORAGE BUILDING
20' SEW
PER RO
1ST CLASS TIDELANDS AND BED OF COLUMBIA RIVER IS OWNED BY THE STATE OF WASHINGTON
COLUMBIA RIVER


CITY WATER PROPERTY
BURLINGTON NORTHERN R.R.
S. E. 6 TH. AVE.
S. E. 8 TH. AVE.
S. E. 8 TH. WEST AVE.
S. E. 11 TH. AVE.
S. E. 12 TH.
S. E. 4 TH. AVE.
S. E. 3 RD.
S. E. POLK ST.
S. E. RUSSELL ST.
S. E. SUMNER ST.
S. E. TYNAN ST.
S. E. UNION ST.
CHAMBERS
WATER RECLAMATION PLANT
COLUMBIA RIVER