

## MODIFICATION OF LEASE

This Modification of Lease made this 13th day of November 1984, between the **PORT OF SKAMANIA COUNTY**, a corporation organized under the laws of the State of Washington, having its principal office at Stevenson, County of Skamania, State of Washington, herein referred to as Lessor, and **PUGET SOUND PLYWOOD, INC.**, a Washington corporation, 230 East "F" Street, Tacoma, Washington 98421, herein referred to as Lessee, modifies that lease dated the 9th day of August, 1984, wherein the Port of Skamania County is Lessor and Puget Sound Plywood, Inc., a Washington corporation, is Lessee of those premises located in the County of Skamania, State of Washington and more particularly described as follows:

The Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 1, Township 3 North, Range 7 East, W.M.; said tract of real property being also described as the Northwest Quarter of Government Lot 1 of the said Section 1; except that portion thereof conveyed to the State of Washington for right-of-way for secondary state highway No. 8-C as relocated.

With said premises more specifically described as:

Commencing at the Northwest corner of described property, thence 25 feet South m/l of the North quarter corner of said section to common property corner on South right-of-way of the county road (known as Old State Road), thence East along South right-of-way 495 feet, m/l,

to true Point of beginning of leased premises:

thence South 315 feet, thence West 150 feet, thence Northwest 90 feet, thence West 150 feet, thence South 235 feet, thence West 135 feet to common property corner on East right-of-way of Secondary State Highway No. 8-C as relocated. Thence South 40° East, 209 feet along East right-of-way of relocated highway to common property corner, thence S 89° East, 522 feet to property corner, thence North 653 feet to common property corner on South right-of-way of County Road, thence West along South right-of-way of County Road 165 feet to point of beginning, with leased premises being 5.75Ac m/l.

This Modification of Lease contains all of the modifications agreed to by the parties herein and specifically sets forth all such modifications. All of the terms and conditions of the lease described herein shall remain in full force and effect unless otherwise specifically modified or amended herein.

## SECTION ONE

Section Ten of the lease is hereby modified and amended to read as follows:

Lessee shall execute and deliver to Lessor an indemnity bond in the amount of \$25,000.00 in form satisfactory to Lessor which shall be held by Lessor for the full term of this lease as security for the full and timely performance by Lessee of the terms and conditions herein and for the payment of any final judgment that may be rendered against Lessee for a breach of those terms and conditions. The rights of Lessor against Lessee for a breach of this lease shall in no way be limited or restricted by this security deposit, but Lessor shall have the

This Modification of Lease is subject to the County subdivision ordinances, Skamania County, Washington, by J.D.

absolute right to pursue any available remedy to protect its interest herein, as if this security deposit had not been made. The deposit shall be returned to Lessee within sixty (60) days of the expiration or termination of this lease provided that all the terms and conditions herein contained have been fully performed by Lessee. Should the demised premises be sold, Lessor may transfer or deliver this security deposit to the purchaser of the interest, and Lessor shall then be discharged from any further liability to Lessee with respect to the security deposit.

SECTION TWO

Section Seventeen of the lease is hereby modified and amended to read as follows:

Lessee shall permit Lessor or its agents to enter the demised premises at all reasonable hours to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease.

Lessee shall provide no less than one person on the premises during all business hours who shall be an authorized agent of Lessee responsible for all activities on the premises including those activities conducted by any Sub-Lessees, and for the condition of the premises at all times.

IN WITNESS WHEREOF, the parties have executed this modification of lease at Stevenson, Washington the day and year first above written.

LESSOR:

PORT OF SKAMANIA COUNTY, BY:

Robert H. Tichenor  
Larry E. Armour

STATE OF WASHINGTON )  
County of Skamania ) ss.

On this day personally appeared before me: Albert McKee  
Robert H. Tichenor and Larry E. Armour,  
The President, Secretary and Commissioner, respectively, of the  
Port of Skamania County, to me known to be the individuals  
described in and who executed the within and foregoing instrument,  
and acknowledged that they signed the same as their free and  
voluntary act and deed, for the uses and purposes therein  
mentioned.

Witness my hand and official seal this 13th day of  
November, 1984

[Signature]  
Notary Public in and for the  
State of Washington, residing  
at Stevenson



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BOOK 7

PAGE 7

LESSEE:

PUGET SOUND PLYWOOD, INC., BY:

Carol E. Wilson

STATE OF WASHINGTON )  
County of Grays ) ss.

On this 14th day of January, 1985, before me,  
the undersigned, a Notary Public in and for the State of  
Washington, duly commissioned and sworn, personally  
appeared Carol E. Wilson, to me known to be the

and  
to me known to be the TREASURER of  
PUGET SOUND PLYWOOD, INC., the corporation that executed the  
foregoing instrument, and acknowledged the said instrument to be  
the free and voluntary act and deed of said corporation, for the  
uses and purposes therein mentioned, and on oath stated that they  
were authorized to execute the said instrument and that the seal  
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and  
year first above written.

Marion S. Mortensen  
Notary Public in and for the  
State of Washington, residing  
at Bellevue

RECORDED WITHIN  
2004-01-14  
2:30 PM  
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PAGE 5

Jim Wilson  
Bellevue CITY