FOR IMMEDIATE RELEASE
Contact: Robin Johnson
         (360) 425-3305

March 20, 2020

NOTICE OF PUBLIC MEETING

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the Port of Longview will hold its regular semi-monthly meeting on Wednesday, March 25, 2020, at 10:00 AM, at the Port Offices located at 10 Port Way, Longview, Washington. The agenda is attached.

Dan Stahl
Interim Chief Executive Officer
PORT OF LONGVIEW
BOARD OF COMMISSIONERS
REGULAR COMMISSION MEETING AGENDA
MARCH 25, 2020 | 10:00 AM | PORT OFFICES

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. COMMISSIONER ATTENDANCE

4. MEETING GUIDELINES

5. CONSENT AGENDA  [Commissioner Action Only]
   a. TODAY’S MEETING AGENDA
   b. INVESTMENTS
   c. JANUARY 2020 FINANCIAL REPORT
   d. CONSIDER RESOLUTION NO. 2020-2: TERMINATION OF ADVANCE TRAVEL FUND
   e. CONSIDER RESOLUTION NO. 2020-3: U.S. BANK SIGNATORY CHANGES
   f. WAIVER FOR SECURITY FOR RENT

6. GENERAL PUBLIC COMMENT PERIOD FOR ITEMS NOT ON THIS AGENDA  [Non-Action]

7. ADVISORY ITEMS  [Advisory]
   a. WILLOW GROVE ADVANCE WETLAND MITIGATION PLANTING CONTRACTOR AWARD  (Presented by Chris Wills)
   b. PAPER WAY STORMWATER REALIGNMENT PROJECT  (Presented by William Burton)
   c. SKYLINE STEEL, ADM FIRST AMENDMENT TO LEASE  (Presented by Christian Clay/Lindsey Harris)

8. INTERIM CHIEF EXECUTIVE OFFICER’S REPORT  [Non-Action]

9. COMMISSIONER REPORTS  [Non-Action]

10. RECESS TO EXECUTIVE SESSION  [Non-Action]
    a. EVALUATE THE PERFORMANCE OF A PUBLIC EMPLOYEE  [RCW 42.30.110(1)(g)]

11. RECONVENE REGULAR MEETING AND COMMENCE COMMISSIONER WORKSHOP  [Non-Action]
    a. REFINANCING/REFUNDING OF EXISTING LTGO AND REVENUE BONDS

12. ADJOURN
Agenda Item 7a

Advisory

WILLOW GROVE
ADVANCE WETLAND
MITIGATION PLANTING
CONTRACTOR AWARD
Willow Grove Advance Wetland Mitigation Planting Contractor Award

3/25/2020

Chris Wills

Planning/Environmental

Willow Grove Advanced Wetland Mitigation site is a long-term mitigation site owned and managed by the Port of Longview for Port projects that require wetland mitigation. The Wetland Mitigation Plan, approved by the Army Corp of Engineers and Washington State Department of Ecology, proposed maintenance and planting of the agreed upon areas in phases with each phase requiring a ten-year monitoring period.

A Request for Proposals (RFP) was advertised March 4, 2020 through March 25, 2020. The RFP is to solicit a contractor for maintenance of 2018 and 2019 planting areas totaling 39 acres, and preparation and planting of 37.1 acres that will occur in summer 2020. Maintenance activities include mowing of invasive species to promote previous year planting growth and replanting of dead willows. It is estimated that up to 50,000 willows will be planted for 2020.

2020 Budget Package Capital Ref #CP-18

The estimate for this work is approximately $460,000.

Yes, $460,000

Willow Grove Advance Mitigation Vicinity and Site Map
Bid Estimate - Planting

Advisory Only

Counsel
Special Counsel
Park Advisory Committee
Other

INTÉRIM CHIEF EXECUTIVE OFFICER APPROVAL
PORT OF LONGVIEW

PROJECT: WILLOW GROVE WETLAND MITIGATION MAINTENANCE (PHASES A & B) AND PLANTING (PHASE C)

DESCRIPTION: The Willow Grove Advance Mitigation Site is an asset that the Port is cultivating to prepare for future development of other Port properties which may impact wetlands. This project includes multiple phases of weed control and planting. The first phase was 4 acres planted in 2018. The second phase was 35.3 acres planted in 2019. Maintenance to the first and second phase consisting of weed control and replanting dead willows will also be conducted. The third phase (C) in 2020 includes up to 37 acres of clearing weeds and planting willow stakes. This is a capital project.

**CONTRACT**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Approx. Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase A Maintenance Mowing</td>
<td>4</td>
<td>Ac.</td>
<td>$2,300.00</td>
<td>$9,200.00</td>
</tr>
<tr>
<td>Phase A Replanting Installation</td>
<td>0.5</td>
<td>Ac.</td>
<td>$3,000.00</td>
<td>$1,500.00</td>
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<tr>
<td>Phase B Maintenance Mowing</td>
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<td>Ac.</td>
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<td>Phase B Replanting Installation</td>
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<td>Ac.</td>
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<tr>
<td>Phase C Site Preparation</td>
<td>37</td>
<td>Ac.</td>
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<td>$92,750.00</td>
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<tr>
<td>Phase C Planting</td>
<td>37</td>
<td>Ac.</td>
<td>$3,200.00</td>
<td>$118,720.00</td>
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CONTRACT SUBTOTAL - $310,883.00

8.1% WASHINGTON STATE SALES TAX - $25,181.52

CONTRACT COST ESTIMATE - $336,064.52

**MATERIALS**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Approx. Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>Phase C Willow Stakes</td>
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<td>ea.</td>
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<td>Phase A and B Replanting Willow Stakes</td>
<td>4,433</td>
<td>ea.</td>
<td>$1.50</td>
<td>$6,649.50</td>
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MATERIALS SUBTOTAL - $74,929.50

8.1% WASHINGTON STATE SALES TAX - $6,069.29

MATERIALS COST ESTIMATE - $80,998.79

**TOTALS**

<p>| | | | | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>CONTRACT COST ESTIMATE</td>
<td>$336,064.52</td>
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<td></td>
<td></td>
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<tr>
<td>MATERIAL COST ESTIMATE</td>
<td>$80,998.79</td>
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<td></td>
<td></td>
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<tr>
<td>10% CONTINGENCY</td>
<td>$41,706.33</td>
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<td>TOTAL ESTIMATED COST</td>
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</table>
Agenda Item 7b

Advisory

PAPER WAY
STORMWATER
REALIGNMENT PROJECT
COMMISSION BRIEFING

SUBJECT Paper Way Stormwater Realignment

MEETING DATE 3/25/2020

PRESENTED BY William Burton

REQUESTED ACTION
☐ Motion
☐ Resolution
☒ Advisory

DEPARTMENT Facilities/Engineering

BACKGROUND This project will relocate approximately 580 feet of stormwater ditch and approximately 190 feet of existing storm sewer pipe. The ditch and existing storm sewer pipe are located at Paper Way and along North Tie Road. This project will need to be completed before commencing the North Rail Track Connection project. Construction will be accomplished using the Port’s maintenance crew.

PRIOR ACTION/PRESENTATION 2019 and 2020 Capital Budget Meetings

FINANCIAL IMPACTS The engineer’s estimate for this work is $404,785.

INCLUDED IN CURRENT YEAR’S BUDGET
☒ Yes, $404,785 budgeted in the 2020 Capital Budget
☐ No

ATTACHMENTS Drawings and Engineer’s Estimate

RECOMMENDED ACTION This is Advisory. At the next Commissioner Meeting, staff will ask for a motion to authorize Port staff to complete the Paper Way Stormwater Realignment project at a cost not to exceed $404,785.

REVIEWED BY
☐ Counsel
☐ Special Counsel
☐ Park Advisory Committee
☐ Other

INTERIM CHIEF EXECUTIVE OFFICER APPROVAL
DESCRIPTION: Realign existing stormwater infrastructure to accommodate rail expansion. This requires installation of new stormwater lines, filling a ditch, manhole removal / modifications, rail crossings, and pavement restoration.

**CONTRACT**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Approx.</th>
<th>Units</th>
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<td>Asphalt</td>
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<td>Ton</td>
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**LABOR**

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<th>Trade</th>
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<tr>
<td>Pilebuck Foreman</td>
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<td>Pilebuck</td>
<td>40</td>
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<td>$2,534.40</td>
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<td>Laborer Foreman</td>
<td>120</td>
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<td>$6,459.35</td>
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<td>Laborer</td>
<td>740</td>
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<tr>
<td>Operator</td>
<td>240</td>
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<td>$15,707.60</td>
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**EQUIPMENT RENTAL**

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<th>Qty</th>
<th>Unit</th>
<th>Rate</th>
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<tbody>
<tr>
<td>Excavator and Breaker</td>
<td>1</td>
<td>Week</td>
<td>$8,530.00</td>
<td>$8,530.00</td>
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<tr>
<td>Loader</td>
<td>60</td>
<td>Hour</td>
<td>$50.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Water Truck</td>
<td>60</td>
<td>Hour</td>
<td>$50.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Shoring</td>
<td>1.5</td>
<td>Month</td>
<td>$5,000.00</td>
<td>$7,500.00</td>
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**MATERIALS**

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<th>Item Description</th>
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<th>Units</th>
<th>Unit Price</th>
<th>Amount</th>
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<td>EA</td>
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<td>FT</td>
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<td>EA</td>
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<td>Pipe, CMP Inlet Structure, Trash rack</td>
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<td>EA</td>
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<td>$2,000.00</td>
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<td>Pipe, 12” ADS N12</td>
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<td>$880.00</td>
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<td>Manhole, 7” Diam</td>
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<td>EA</td>
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<td>Rock, CSTC</td>
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<td>TON</td>
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<td>Rock, Quarry Spalls</td>
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<td>Concrete</td>
<td>300</td>
<td>CY</td>
<td>$150.00</td>
<td>$45,000.00</td>
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<tr>
<td>Erosion Control and Dewatering (Supplies)</td>
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<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>Miscellaneous: Grout, Rebar, Lumber, Hardware, Blades</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

**CONTRACT SUBTOTAL** - $22,195.00

**7.8% WASHINGTON STATE SALES TAX** - $1,731.21

**CONTRACT COST ESTIMATE** - $23,926.21

**LABOR COST ESTIMATE** - $63,521.47

**EQUIPMENT SUBTOTAL** - $22,030.00

**7.8% WASHINGTON STATE SALES TAX** - $1,718.34

**EQUIPMENT COST ESTIMATE** - $23,748.34

**MATERIALS SUBTOTAL** - $218,730.00

**7.8% WASHINGTON STATE SALES TAX** - $17,060.94

**MATERIALS COST ESTIMATE** - $235,790.94
TOTALS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>CONTRACT COST ESTIMATE</td>
<td>$23,926.21</td>
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<tr>
<td>LABOR COST ESTIMATE</td>
<td>$63,521.47</td>
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<tr>
<td>EQUIPMENT RENTAL COST ESTIMATE</td>
<td>$23,748.34</td>
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<td>MATERIAL COST ESTIMATE</td>
<td>$235,790.94</td>
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<td>PERMITTING</td>
<td>$5,000.00</td>
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<tr>
<td>15% CONTINGENCY</td>
<td>$52,798.04</td>
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<td><strong>TOTAL ESTIMATED COST</strong></td>
<td><strong>$404,785</strong></td>
</tr>
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</table>

LABOR RATES EFFECTIVE 1-1-2020
Agenda Item 7c

Advisory

SKYLINE STEEL, ADM
FIRST AMENDMENT TO LEASE
SUBJECT
Approval of First Amendments to the Ground Lease for IDM and Skyline Steel.

MEETING DATE
3/25/2020

PRESENTED BY
Lindsey Harris

DEPARTMENT
Business Development

REQUESTED ACTION
☐ Motion
☐ Resolution
☒ Advisory

BACKGROUND
As part of the North Rail Connection Project (NRCP), it is necessary to realign existing rail and construct new rail between International Way and Industrial Way on the north side of the property leased by IDM Longview, LLC and Skyline Steel, LLC. The port also has a planned road expansion listed in the 5-year capital plan to connect North Tie road with International Way road. To complete both capital expansion projects, the port will need to reduce the acreage currently under lease with Skyline Steel and IDM Longview, LLC, and construct a fence to separate the road from leasehold improvements.

- The current ground lease covers a 35-acre parcel. The port needs to reduce the current leases by .98 acres resulting in a new leased parcel size of 34.02 acres. The overall 35-acre parcel is divided into 3 subsequent parcels. Based on the original lease EXHIBITS, Parcel A is 20 acres, Parcel B is 15 acres, and there is a 3-acre strip which is included in the 20-Acre parcel shown in EXHIBIT B.
- The total reduction from the northern portion of Parcels A and B will be approximately 0.462 acres. The total reduction from the southern portion of Parcel A will be approximately 0.518 acres. Exhibit K (attached) shows the new parcel sizes.
- A 1,206 linear foot fence will be erected along the southwest boundary of the property delineating the leased property from the planned future road expansion.

PRIOR ACTION/PRESENTATION
The North Rail Connection Project defined in the 1st amendment to IRM’s lease dated January 07, 2020 has been approved by the commission. The future access road (requiring the fence) was discussed during the budget process this past fall.

FINANCIAL IMPACTS
- Revenue Impacts
  - Total monthly rent reduction of $833
- Capital Impacts are calculated in the NRCP estimate and road expansion estimate. Staff will seek separate funding of all capital expenditures listed on this briefing as each project moves forward.

INCLUDED IN CURRENT YEAR’S BUDGET
☒ Yes

ATTACHMENTS
Skyline Steel, LLC- First Amendment to Ground Lease Agreement. IDM Longview, LLC – First Amendment to Ground Lease Agreement.
RECOMMENDED ACTION

Motion to authorize the Interim Chief Executive Officer to approve the First Amendment to the Skyline Steel, LLC Ground Lease and the First Amendment to the Ground Lease for IDM Longview, LLC.

REVIEWED BY

☒ Counsel
☐ Special Counsel
☐ Park Advisory Committee
☐ Other -

INTERIM CHIEF EXECUTIVE OFFICER APPROVAL
First Amendment of Lease Agreement

THIS FIRST AMENDMENT is made and entered into this 27th day of February, 2020, by and between the PORT OF LONGVIEW, a municipal corporation organized and existing under the laws of the state of Washington (the “Landlord”), and SKYLINE STEEL LLC, a Delaware limited liability company (the “Tenant”).

WITNESSETH:

In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The Parties executed a Lease Agreement dated June 25, 2010 (“Lease”), a copy of which is attached and incorporated into this Amendment by this reference.

2. The Parties desire to amend the Lease as set forth in this First Amendment.

3. EXHIBIT A of the Lease is stricken in its entirety and replaced with a new EXHIBIT A, attached to this First Amendment.

4. EXHIBIT B of the Lease is stricken in its entirety and replaced with a new EXHIBIT B, attached to this First Amendment.

5. EXHIBIT C of the Lease is stricken in its entirety and replaced with a new EXHIBIT C, attached to this First Amendment.

6. EXHIBIT D of the Lease is stricken in its entirety and replaced with a new EXHIBIT D, attached to this First Amendment.

7. The new EXHIBITS A, B, C and D to the Lease are intended to reflect the following changes to the Premises:

FIRST AMENDMENT - 1
7.1 The 20-Acre Parcel legally described in the original EXHIBIT A and shown in the original EXHIBIT B will be reduced to 19.31 acres resulting in a reduction in the monthly base rent from $17,000 to $16,413.50, subject to any adjustment or escalation provisions in the Lease.

7.2 The 15-Acre Parcel shown in the original EXHIBIT B will be reduced to 14.71 acres resulting in a reduction of monthly base rent from $12,750 to $12,503.50, subject to any adjustment or escalation provisions in the Lease.

7.3 The 3-acre strip, which was included in the 20-acre Parcel shown in the original EXHIBIT B, is now a 2.97-acre strip within the 19.31-acre Parcel.

7.4 EXHIBIT C is now legally described as a 14.71-acre Parcel, and EXHIBIT D is now legally described as a 34.02-acre Parcel.

7.5 In accordance with Article V, Rent, Section 5.3 of the Lease, the additional rent, if applicable, will be assessed against 34.02 acres from the Effective Date of this First Amendment.

7.6 Any provision of the Lease which refers to the acreage or legal descriptions of the various parcels within the Premises is hereby amended to be consistent with the new EXHIBITS A, B, C and D attached to this First Amendment.

8. Landlord agrees to purchase and install a fence along the southwest boundary of the property shown in EXHIBIT B spanning 1,206 feet.

9. Landlord agrees to bear all costs associated with moving and reinstalling the north fence, gate and fire hydrant affected by Landlord’s rail improvements on the northwest boundary of the property shown in EXHIBIT B, and Tenant consents to Landlord completing this work.

10. During the time Landlord is making the rail improvements identified in Section 9, it is anticipated that rail access to Tenant will be cut off for approximately 2 to 3 days. The work window will be coordinated with Tenant and scheduled as to not affect the
tenant's weekly rail service. In the event the work window does affect Tenant's scheduled weekly rail service, at the discretion of Tenant, Landlord will bear all costs associated with storing the railcar/s and/or offloading the railcar/s and delivering the material to Tenant.

11. Landlord agrees to bear all costs associated with reconnecting Tenant's rail spur to Landlord's rail improvements.

12. Except as specifically amended herein, all of the terms, conditions and covenants of the Lease are hereby ratified and shall continue in full force and effect.

13. This Amendment may be executed in counterparts, each of which when executed shall be an original and all of which together shall constitute one and the same Amendment.

14. Unless modified by this First Amendment, the Lease remains in effect according to its terms. If there is any conflict between a provision of the Lease and a provision of the First Amendment, the provision of the First Amendment controls.

TENANT:
Skyline Steel LLC , a Delaware limited liability company

By: [Signature]
Name: [Name]
Title: [Title]
Date: 2/20/2020
STATE OF WASHINGTON

LANDLORD:
Port of Longview, a municipal corporation

By: [Signature]
Name: [Name]
Title: [Title]
Date: [Date]

FIRST AMENDMENT - 3
COUNTY OF COWLITZ  

) ss.

) ss.

This record was acknowledged before me on __________ by Norm Krehbiel as the Chief Executive Officer of the Port of Longview.

Name: ____________________________

NOTARY PUBLIC, State of Washington

My appointment expires ____________

Notarial Stamp/Seal

STATE OF __________  

) ss.

COUNTY OF __________  

) ss.

This record was acknowledged before me on 2-20-2020 by Brenda Schulz as the Manager of Skyline Steel, LLC.

Name: ____________________________

NOTARY PUBLIC, State of __________

My appointment expires ____________

Notarial Stamp/Seal

CAROL R. ORR

Notary Public-State of South Carolina
My Commission Expires February 15, 2029

Skyline Steel LLC

______________________________

FIRST AMENDMENT
EXHIBIT A

Legal Description

19.31 ACRE PARCEL:
A Portion of the Jonathon Burbee Donation Land Claim (D.L.C.), the
William Hutchinson D.L.C. and the Nathaniel Stone D.L.C. located in a
portion of Sections 4 and 5, Township 7 North, Range 2 West,
Willamette Meridian, Cowlitz County Washington, more particularly
described as follows;

Beginning at a Brass Cap at the intersection of Columbia Way and
International Way, as shown on the plat of "COLUMBIA INDUSTRIAL
PARK", recorded in Volume 11 of Plats, page 106, records of said County
(from which a Brass Cap at the intersection of Columbia Way and Fibre
Way bears South 87°44'26" East, 630.00 feet);

Thence South 13°09'00" West, 487.20 feet to a point on the West
boundary line of the "80-FOOT RIGHT OF WAY FOR INTERNATIONAL
WAY" conveyed from the Port of Longview to Cowlitz County as
recorded under Auditor's File No. 3099583, records of said County;

Thence South 29°48'29" West, along the West Right of Way line of
International Way, 823.99 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said West Right of Way line, South 29°48'29"
West, 405.01 feet;

Thence leaving said West Right of Way line, North 60°11'31" West,
1206.00 feet;

Thence North 29°48'29" East, 1229.00 feet;

Thence South 60°11'31" East, 428.14 feet;

Thence South 29°48'29" West, 823.99 feet;

Thence South 60°11'31" East, 777.86 feet to the West Right of Way of
International Way and to the TRUE POINT OF BEGINNING;

Containing 19.31 acres, more or less.

Also, together with and subject to easements, reservations, covenants
and restrictions apparent or of record.
EXHIBIT C

Neighboring Parcel

14.71 ACRE PARCEL:
A Portion of the Jonathon Burbee Donation Land Claim (D.L.C.), the
William Hutchinson D.L.C. and the Nathaniel Stone D.L.C. located in a
portion of Sections 4 and 9, Township 7 North, Range 2 West,
Willamette Meridian, Cowlitz County Washington, more particularly
described as follows;

Beginning at a Brass Cap at the intersection of Columbia Way and
International Way, as shown on the plat of “COLUMBIA INDUSTRIAL
PARK”, recorded in Volume 11 of Plats, page 106, records of said County
(from which a Brass Cap at the intersection of Columbia Way and Fibre
Way bears South 87°44’26” East, 630.00 feet);

Thence South 13°09’00” West, 487.20 feet to a point on the West
boundary line of the “80-FOOT RIGHT OF WAY FOR INTERNATIONAL
WAY” conveyed from the Port of Longview to Cowlitz County as
recorded under Auditor’s File No. 3099583, records of said County, said
point being the TRUE POINT OF BEGINNING;

Thence South 29°48’29” West, along the West Right of Way line of
International Way, 823.99 feet;

Thence leaving said West Right of Way line, North 60°11’31” West,
777.86 feet;

Thence North 29°48’29” East, 823.99 feet;

Thence South 60°11’31” East, 777.86 feet to the West Right of Way line
of International Way and to the TRUE POINT OF BEGINNING;

Containing 14.71 acres, more or less.

Also, together with and subject to easements, reservations, covenants
and restrictions apparent or of record.
EXHIBIT D

Port Land

34.02 ACRE PARCEL:
A Portion of the Jonathan Burbee Donation Land Claim (D.L.C.), the
William Hutchinson D.L.C. and the Nathaniel Stone D.L.C. located in a
portion of Sections 4 and 9, Township 7 North, Range 2 West,
Willamette Meridian, Cowlitz County Washington, more particularly
described as follows;

Beginning at a Brass Cap at the intersection of Columbia Way and
International Way, as shown on the plat of “COLUMBIA INDUSTRIAL
PARK”, recorded in Volume 11 of Plats, page 106, records of said County
(from which a Brass Cap at the intersection of Columbia Way and Fibre
Way bears South 87°44'26" East, 630.00 feet);

Thence South 13°09'00" West, 487.20 feet to a point on the West
boundary line of the “80-FOOT RIGHT OF WAY FOR INTERNATIONAL
WAY” conveyed from the Port of Longview to Cowlitz County as
recorded under Auditor’s File No. 3099583, records of said County, said
point being the TRUE POINT OF BEGINNING;

Thence South 29°48'29" West, along the West Right of Way line of
International Way 1229.00 feet;

Thence leaving said West Right of Way line, North 60°11'31" West,
1206.00 feet;

Thence North 29°48'29" East, 1229.00 feet;

Thence South 60°11'31" East, 1206.00 feet to the West Right of Way
line of International Way and to the TRUE POINT OF BEGINNING;

Containing 34.02 acres, more or less.

Also, together with and subject to easements, reservations, covenants
and restrictions apparent or of record.
First Amendment of Lease Agreement

THIS FIRST AMENDMENT is made and entered into this ___ day of _, 2020, by and between the PORT OF LONGVIEW, a municipal corporation organized and existing under the laws of the state of Washington (the “Landlord”), and IDM LONGVIEW, LLC, a Washington limited liability company (the “Tenant”).

WITNESSETH:

In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. The Parties executed a Lease Agreement dated June 25, 2010 (“Lease”), a copy of which is attached and incorporated into this Amendment by this reference.

2. The Parties desire to amend the Lease as set forth in this First Amendment.

3. EXHIBIT A of the Lease is stricken in its entirety and replaced with a new EXHIBIT A, attached to this First Amendment.

4. EXHIBIT C of the Lease is stricken in its entirety and replaced with a new EXHIBIT C, attached to this First Amendment.

5. EXHIBIT D of the Lease is stricken in its entirety and replaced with a new EXHIBIT D, attached to this First Amendment.

6. The new EXHIBITS A, C, D and K to the Lease are intended to reflect the following changes to the Premises:

   6.1 The 15-Acre Parcel shown in the original EXHIBIT A will be reduced to 14.71 acres resulting in a reduction of monthly base rent from $12,750 to $12,503.50, subject to any adjustment or escalation provisions in the Lease.
6.2 The 20-Acre Parcel legally described in the original EXHIBIT C will be reduced to 19.31 acres resulting in a reduction in the monthly base rent from $17,000 to $16,413.50, subject to any adjustment or escalation provisions in the Lease.

6.3 EXHIBIT D is now legally described as a 34.02-acre Parcel.

6.4 There is a new EXHIBIT K to the Lease, attached hereto and incorporated by reference, to illustrate the properties described in Section 6.1, 6.2, and 6.3 of this First Amendment.

6.5 Any provision of the Lease which refers to the acreage or legal descriptions of the various parcels within the Premises is hereby amended to be consistent with the new EXHIBITS A, C, D and K attached to this First Amendment.

7. Landlord agrees to purchase and install a fence along the southwest boundary of the property shown in EXHIBIT K spanning 1,206 feet.

8. Landlord agrees to bear all costs associated with moving and reinstalling the north fence, gate and fire hydrant affected by Landlord’s rail improvements on the northwest boundary of the property shown in EXHIBIT K, and Tenant consents to Landlord completing this work.

9. During the time Landlord is making the rail improvements identified in Section 8, it is anticipated that rail access to Tenant will be cut off for approximately 2 to 3 days. The work window will be coordinated with Tenant and scheduled as to not affect the tenant’s weekly rail service. In the event the work window does affect Tenant’s scheduled weekly rail service, at the discretion of Tenant, Landlord will bear all costs associated with storing the railcar/s and/or offloading the railcar/s and delivering the material to Tenant.

10. Landlord agrees to bear all costs associated with reconnecting Tenant’s rail spur to Landlord’s rail improvements.

11. Except as specifically amended herein, all of the terms, conditions and covenants of the Lease are hereby ratified and shall continue in full force and effect.

FIRST AMENDMENT - 2
12. This Amendment may be executed in counterparts, each of which when executed shall be an original and all of which together shall constitute one and the same Amendment.

13. Unless modified by this First Amendment, the Lease remains in effect according to its terms. If there is any conflict between a provision of the Lease and a provision of the First Amendment, the provision of the First Amendment controls.

TENANT:
IDM LONGVIEW, LLC, a Washington limited liability company

By: ________________________________
Name: Jeffrey S. Gordon
Title: Managing Member
Date: 3/5/20

LANDLORD:
Port of Longview, a municipal corporation

By: ________________________________
Name: ________________________________
Title: ________________________________
Date: ________________________________
STATE OF WASHINGTON )
COUNTY OF COWLITZ ) ss.

This record was acknowledged before me on __________ by Dan Stahl as the interim Chief Executive Officer of the Port of Longview.

______________________________
Name: _________________________
NOTARY PUBLIC, State of Washington
My appointment expires __________

STATE OF Washington )
COUNTY OF Clark ) ss.

This record was acknowledged before me on March 5, 2020 by Jeff Gordon as the Manager of IDM LONGVIEW, LLC.

______________________________
Name: David G. Macdonald
NOTARY PUBLIC, State of Washington
My appointment expires 7-19-2023

FIRST AMENDMENT - 4
EXHIBIT A

14.71 ACRE PARCEL:
A Portion of the Jonathon Burbee Donation Land Claim (D.L.C.), the
William Hutchinson D.L.C. and the Nathaniel Stone D.L.C. located in a
portion of Sections 4 and 9, Township 7 North, Range 2 West,
Willamette Meridian, Cowlitz County Washington, more particularly
described as follows;

Beginning at a Brass Cap at the Intersection of Columbia Way and
International Way, as shown on the plat of "COLUMBIA INDUSTRIAL
PARK", recorded in Volume 11 of Plats, page 106, records of said County
(from which a Brass Cap at the intersection of Columbia Way and Fibre
Way bears South 87°44'26" East, 630.00 feet);

Thence South 33°09'00" West, 487.20 feet to a point on the West
boundary line of the "80-FOOT RIGHT OF WAY FOR INTERNATIONAL
WAY" conveyed from the Port of Longview to Cowlitz County as
recorded under Auditor's File No. 3099583, records of said County, said
point being the TRUE POINT OF BEGINNING;

Thence South 29°48'29" West, along the West Right of Way line of
International Way, 823.99 feet;

Thence leaving said West Right of Way line, North 60°11'31" West,
777.86 feet;

Thence North 29°48'29" East, 823.99 feet;

Thence South 60°11'31" East, 777.86 feet to the West Right of Way line
of International Way and to the TRUE POINT OF BEGINNING;

Containing 14.71 acres, more or less.

Also, together with and subject to easements, reservations, covenants
and restrictions apparent or of record.
EXHIBIT C

19.31 ACRE PARCEL:
A Portion of the Jonathon Burbee Donation Land Claim (D.L.C.), the
William Hutchinson D.L.C. and the Nathaniel Stone D.L.C. located in a
portion of Sections 4 and 9, Township 7 North, Range 2 West,
Williamette Meridian, Cowlitz County Washington, more particularly
described as follows;

Beginning at a Brass Cap at the intersection of Columbia Way and
International Way, as shown on the plat of "COLUMBIA INDUSTRIAL
PARK", recorded in Volume 11 of Plats, page 106, records of said County
(from which a Brass Cap at the intersection of Columbia Way and Fibre
Way bears South 87°44'26" East, 630.00 feet);

Thence South 13°06'00" West, 487.20 feet to a point on the West
boundary line of the "80-FOOT RIGHT OF WAY FOR INTERNATIONAL
WAY" conveyed from the Port of Longview to Cowlitz County as
recorded under Auditor's File No. 3099583, records of said County;

Thence South 29°48'29" West, along the West Right of Way line of
International Way, 823.99 feet to the TRUE POINT OF BEGINNING;

Thence continuing along said West Right of Way line, South 29°48'29"
West, 405.01 feet;

Thence leaving said West Right of Way line, North 60°11'31" West,
1206.00 feet;

Thence North 29°48'29" East, 1229.00 feet;

Thence South 60°11'31" East, 428.34 feet;

Thence South 29°48'29" West, 823.99 feet;

Thence South 60°11'31" East, 777.86 feet to the West Right of Way of
International Way and to the TRUE POINT OF BEGINNING;

Containing 19.31 acres, more or less.

Also, together with and subject to easements, reservations, covenants
and restrictions apparent or of record.
EXHIBIT D
Port Land

34.02 ACRE PARCEL:
A Portion of the Jonathon Burbee Donation Land Claim (D.L.C.), the
William Hutchinson D.L.C. and the Nathaniel Stone D.L.C. located in a
portion of Sections 4 and 9, Township 7 North, Range 2 West,
Willamette Meridian, Cowlitz County Washington, more particularly
described as follows;

Beginning at a Brass Cap at the intersection of Columbia Way and
International Way, as shown on the plat of “COLUMBIA INDUSTRIAL
PARK”, recorded in Volume 11 of Plats, page 106, records of said County
(from which a Brass Cap at the intersection of Columbia Way and Fibre
Way bears South 87°44′26″ East, 630.00 feet);

Thence South 13°09′00″ West, 487.20 feet to a point on the West
boundary line of the “80-FOOT RIGHT OF WAY FOR INTERNATIONAL
WAY” conveyed from the Port of Longview to Cowlitz County as
recorded under Auditor’s File No. 3099583, records of said County, said
point being the TRUE POINT OF BEGINNING;

Thence South 29°48′29″ West, along the West Right of Way line of
International Way 1229.00 feet;

Thence leaving said West Right of Way line, North 60°11′31″ West,
1206.00 feet;

Thence North 29°48′29″ East, 1229.00 feet;

Thence South 60°11′31″ East, 1206.00 feet to the West Right of Way
line of International Way and to the TRUE POINT OF BEGINNING;

Containing 34.02 acres, more or less.

Also, together with and subject to easements, reservations, covenants
and restrictions apparent or of record.