

**AMENDMENT NO. 3 TO
SITE LEASE AGREEMENT NO. CH05142
ORM No. 110CO120377A3**

THIS AMENDMENT NO. 3 to Site Lease Agreement No. CH05142 (“**Agreement**”), is made and entered into as of the 9th day of April, 2020 by and between

POPE RESOURCES, a Delaware limited partnership (the “**Lessor**”) and

LEWIS COUNTY (“**Lessee**”).

WHEREAS, Lessor and Lessee have entered into that certain Site Lease Agreement No. CH05142 dated May 17, 2005, as amended by Lease Revision #CH05142.R01 CO dated April 8, 2010 and Amendment No. 2 dated April 30, 2015 (hereafter collectively referenced as “**Agreement**”) in which Lessee agreed to lease from Lessor approximately 200 square feet of land for a radio repeater station on Lessor property located in Section 3, Township 13 North, Range 5, East, W.M., Lewis County, State of Washington and access for ingress and egress to the radio repeater station; and

WHEREAS, Lessor and Lessee wish to amend the Agreement to establish the new annual rental amount for the Third Renewal Term;

WHEREAS, the Agreement is in full force and not in default;

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

1. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Lessor and Lessee hereby amend Paragraph (5) of the Agreement to add the following paragraph:

Annual Rent during the Third Renewal Term commencing April 16, 2020 and ending on April 15, 2025 shall be Two Thousand Seven Hundred and No/100 Dollars (\$2,700.00).

3. Except as expressly amended by this Amendment, all other terms and conditions of the Agreement remains unchanged and the Agreement is hereby affirmed, confirmed, and ratified by the parties and remains in full force and effect. This Amendment amends and modifies the Agreement. In the event of any conflict between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment may be executed and delivered by original instruments or telephonic or electronic mail facsimiles in any number of counterparts, all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

LESSOR:

POPE RESOURCES
a Delaware limited partnership
By: Pope MGP, Inc.
Its Managing General Partner

LESSEE:

LEWIS COUNTY

By: Thomas M. Ringo

Title: President and CEO

Date:

Address:

19950 - 7th Ave NE, Suite 200
Poulsbo, WA 98370

By
(print):

Title:

Date:

Address:

P O. Box 35
Chehalis, WA 98321

DocuSigned by:

Scott Smitherman

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Scott Smitherman

Administrator

Lewis County 911 Communications

April 10, 2020