

PRELIMINARY AGENDA FOR REGULAR MEETING

July 17, 2024

I. EXECUTIVE SESSION

11:45 AM

One matter related to proposals made during professional negotiations.
RCW 42.30.140(4)(b)

II. OPEN SESSION

12:00 PM

Pledge of Allegiance

PUBLIC COMMENT: ITEMS ON THE AGENDA

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

CONSENT ITEMS

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

A. Approval of Minutes of the Regular Meeting on July 3, 2024

B. Approval of Checks

NEW BUSINESS/DISCUSSION ITEMS

C. American Cruise Lines Lease – Derek Jaeger

D. Kiva United Energy New Lease – Derek Jaeger

E. CEO Contract - Commission

PUBLIC COMMENT #2:

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

ACTION ITEMS

F. American Cruise Lines Lease

G. CEO Contract

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN REGULAR MEETING

Regular business and meetings that members of the Commission may attend:

<u>Date</u>	<u>Meeting</u>
July 25, 2024 11:30 a.m. – 1 p.m.	Lunch with Dave
July 26, 2024 7 p.m. – 9 p.m.	Summer Concert at the Port
August 2, 2024 5 p.m. – 8 p.m.	First Friday Downtown Camas
August 21, 2024 11 a.m. - 12 p.m.	Workshop: Rkm Presentation
August 24, 2024 11 a.m. – 3 p.m.	Wheels & Wings

(*Denotes events in which two (2) or more Commissioners may attend)

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339, Password: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09>

**MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
July 3, 2024**

By: Mackenzey Thomason, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually on Wednesday, July 3, 2024, at 12 p.m.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Environmental Project Manager Jennifer Taylor, Contract Manager Debra Itzen, Attorney Carolyn Lake, Administrative Assistant Mackenzey Thomason, and members of the press and public. The public has access through a designated Zoom conference call line or video link.

At 12:00 p.m. following the Pledge of Allegiance, Commissioner Keister called to open the Regular Session public meeting to order. The recording for the meeting began at 12:32 pm due to a technical error and the chat function has been disabled. The Commission will meet in an executive session at the end of the public meeting agenda. The executive session is under RCW 42.30.140 (4)(b) to review proposals made during professional negotiations while in process. The executive session is expected to last 30 minutes and no decisions will be made.

PUBLIC COMMENT #1 (Items on the Agenda):

Mayor of Washougal David Stuebe-

Mayor Stuebe stated he received the Port's annual report in the mail. Stuebe thanked the Port for the continued partnership.

CONSENT ITEMS

Minutes & Checks

Minutes from the Regular Meeting on June 18, 2024, Special Meeting on June 20th, and Special Meeting on June 25th, electronic payments, and the issuance of general fund checks 9615-9636 and printed checks 50171-50172 in the total amount of \$267,414.78, The Anti-Harassment Policy, Resolutions 8-24, 9-24 & 10-24, and the Contracts Revision were presented for approval. After a brief discussion, a motion was made by Commissioner Spencer and seconded by Commissioner Marshall, and the consent items were carried unanimously.

NEW BUSINESS/DISCUSSION ITEMS:

Rail Contract- Contract Manager Debra Itzen:

Itzen stated this project is to remove and replace the rail crossing at 28th and Index Street in the Industrial Park. Itzen explained the asphalt around the crossing has deteriorated over time and caused the rail to protrude. Itzen stated that removing and replacing the rail crossing will allow for improved safety. Itzen explained the project will cost the Port \$136,243.26 and has been budgeted for. Approval will be requested during action items.

Kiva United Energy New Lease- CEO David Ripp:

Ripp stated Kiva is a long-term Port tenant that leases land & spurs new 28th street for the operation of their propane storage. Ripp explained Kiva is undergoing a re-organization with their

Canadian counterpart and will have a name change to Kiva United Energy. Ripp explained due to this name change the company would like the opportunity to simplify their lease. In doing so, Kiva would like to terminate their current lease and structure everything more appropriately in a new draft.

American Cruise Lines Discussion-CEO David Ripp:

Ripp stated American Cruise Lines is currently in a one-year docking agreement and would like the opportunity to sign a new two-year lease. Ripp stated the frequency of docking would be equivalent to their current 2024 schedule. Ripp explained that the Port would like to negotiate the rate to an annual flat fee to improve billing and tracking efficiency. Ripp stated the estimated revenue from the agreement would be \$140,000 for two years. Ripp also mentioned the Port has been monitoring the complaints from the marina tenants about the fumes and noise. Ripp stated Jaeger will provide an analysis at the next commission meeting later in the month. Commissioner Marshall commented that she had thought the Port of Vancouver would become ACL's host after their dock project is complete in two years. Marshall stated it is important to communicate with the Port of Vancouver to understand if this is true. Marshall emphasized the importance of the Port's sustainability goals. Commissioner Spencer stated the marina tenants' comments about the fumes coming from the cruise ships were concerning. Spencer stated he felt as though we were giving the cruise ships a lot of space on the dock with little beneficial impact on the Camas and Washougal communities. Commission and staff will continue to have deeper discussions before coming to a decision.

Marina Loop Accept as Completed- Contract Manager Debra Itzen:

Itzen stated the paperwork had been completed to ensure the completion of the marina loop project. Environmental Project Manager Jennifer Taylor commented that the Port was lucky to have an agreeable contractor and public cooperation. Taylor stated the Port had communicated with the public via social media outlets and posters that the parking would be closed during that time. Taylor stated she was thrilled to add additional parking spaces and fix the concrete around the public restroom. Approval will be requested during action items.

PUBLIC COMMENT #2 :

Executive Director of the Clark County Historical Museum Brad Richardson-

Richardson stated it was great to hear about the American Cruise Line opportunities. Richardson stated he would like to propose a site-seeing shuttle that would come to museums and businesses in the area. Richardson mentioned the use of lodging tax funds for this to happen potentially.

ACTION ITEMS:

Rail Contract-

Commissioner Keister requested formal approval of the Rail Contract as presented during discussion items. Upon motion by Commissioner Marshall seconded by Commissioner Spencer and carried unanimously, the Rail Contract was approved effective July 3, 2024.

Marina Loop Accept as Completed-

Commissioner Keister requested formal approval of Marina Loop Accept as Completed as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, Marina Loop Accept as Completed was approved effective July 3, 2024.

STAFF REPORTS & COMMENTS

Chief Executive Officer-

Ripp stated he met with several Grove Field Airport pilots the other day to discuss the current pattern altitude. Ripp stated changing the altitude from 800' AGL to 1000' AGL was discussed. Ripp indicated half of the group he met with was against changing it and half felt being proactive instead of reactive is the reason for the change. Ripp stated that the determining factor for this will be population growth in the future. Ripp stated it was agreed upon to schedule a meeting with CWAA in August to discuss this further. Ripp also mentioned RKM would like to meet and suggested they come to the Port's August 21st meeting and give a waterfront update for phases 1, 2, and 3 at 11 am as part of the workshop. Ripp stated he had attended a virtual seminar that provided a progress update on efforts to decarbonize travel from Washington, British Columbia, and Alaska. Ripp stated the overall goal is to have four cruise lines operating in 2032 on green methanol. Commission and staff stated it was great to see the Port of Seattle being a key player. Ripp mentioned that he and Jaeger met with Nancy from the Treasure House to discuss the Courthouse's planning and offered a potential partnership for redevelopment in the future.

Upcoming Events:

July 25th Lunch with Dave at Excelsior High School

July 26th Summer Concert at the Port

Commissioner Keister noted that the meeting recording began at 12:32 pm due to technical difficulties.

Contract Manager Debra Itzen:

Itzen stated she has been working with Taylor on miscellaneous contracts and it's been business as usual.

Environmental Project Manager Jennifer Taylor:

Taylor stated she was working on the Waterfront Soils Removal project and the Black Pearl trail project which should be completed this fall. Taylor stated the Green Business Morning Blend meeting is on July 11th in the Port conference room. Taylor also mentioned July 13th there is a river beach cleanup put on by the Watershed Alliance at Cottonwood Beach.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Marshall

Marshall thanked Port staff for the annual strategic planning budget meeting last week. Marshall stated she loves how the Port's budgeting process works. Marshall stated she has heard positive feedback from the public regarding Freedom Boats.

Commissioner Spencer

Spencer stated he received an email from the Washougal Arts Commission, and it got him thinking about the Port's art fund. Spencer stated he would like to reply asking them if they would like to partner. Spencer mentioned potentially putting an art display along the Black Pearl trail after completed. Spencer also said Happy 4th of July to everyone.

Commissioner Keister

Keister stated he also attended the Green Water Way virtual meeting. Keister stated he attended the regional transportation council and they spoke about walkable mobility institutes in their communities. Keister stated he has attended the RTC meetings over the past five or six years and they have promoted walkability and bike-ability through Clark and Skamania counties.

The regular meeting adjourned at 12:44 pm. The commission moved into an executive session that was expected to last 30 minutes to review proposals made during professional negotiations. The executive session began at 12:45 pm and adjourned at 1:15 pm. No decisions were made.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

Port of Camas-Washougal Staff Report

DEPARTMENT:

FOR THE AGENDA OF:

RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

N/A

Yes, describe:

SUSTAINABILITY IMPLICATIONS:

N/A

Yes, describe:

DEI IMPLICATIONS:

N/A

Yes, describe:

**American Cruise Lines
DOCKING AGREEMENT**

PORT	CUSTOMER
NAME : Port of Camas-Washougal ADDRESS : 24 South A Street CITY, ST, ZIP : Washougal, WA 98671 CONTACT : David Ripp, CEO OFFICE : (360) 835-2196 MOBILE : E-MAIL : David@portcw.com	NAME : American Cruise Lines ADDRESS : 741 Boston Post Rd. Suite 200 CITY, ST, ZIP : Guilford, CT 06437 CONTACT : Charles B. Robertson, CEO TELEPHONE : (203) 453-7394 FACSIMILE : E-MAIL : cbrobertson@americancruiselines.com <u>Port Scheduling</u> : Eric Dussault, Dir. Port Ops <u>Inquiries</u> : (203) 909 2103 eric.dussault@americancruiselines.com <u>Vessel Operation</u> : Eric Dussault, Dir. Port Ops <u>Inquiries</u> : (203) 909 2103 eric.dussault@americancruiselines.com
FACILITY	RATES/CHARGES
Port of Camas-Washougal Washougal, WA 98671 Dock & Breakwater located at Columbia River MM 121.8 45.57711752282576, -122.37888470393155 ("Dock")	Customer shall pay a per-stop docking fee of \$2.50 dollar (USD) per linear foot, per vessel, per stop ("Fee"). The Port will invoice Customer at the end of each month. Payment is due by 10th of the following month. Any balance owing will be charged a 5% late fee plus interest accruing at one and one-half percent (1.5%) per month from the date due until paid. In the event this account is referred to collection, The Customer agrees to pay all collection fees permitted by law, including the Port's attorney fees and costs for trial, appeal, and in anticipation of same.
DESCRIPTION/PURPOSE OF ACCESS/USE	
<p>THIS AGREEMENT is made and entered into by and between the PORT OF CAMAS-WASHOUGAL, a Washington state public port district, hereinafter referred to as the "Port," and American Cruise Lines, a company licensed to do business in the State of Washington, hereinafter referred to as the "Customer" ("Agreement").</p> <p>The Facility will be utilized to embark and disembark passengers, to receive supplies aboard the boat, to off-load trash for proper shore side disposal, to perform maintenance work of a minor nature, and other activities that are consistent with the operation of an up-scale overnight excursion vessel.</p>	

1. Basic Agreement: In consideration of the Rates/Charges referenced in the relevant box above, Port hereby grants to Customer access to and use of the Facility and Dock as defined above, for the purposes described above. Port and Customer agree that Customer access will occur weekly between the approximate times of 6 AM-10 PM, and on other dates and times as mutually agreed upon and pursuant to Customer docking schedule attached as Exhibit A ("Docking Schedule"). Unless otherwise directed, the Customer shall use the most Easterly end of the Dock for loading and unloading passengers, when departing and arriving to and from tours and when idle. The Customer shall coordinate its operations with

those of the Port and any other users of the Facility and Dock to minimize interference with the Port or any other party. The Customer shall keep the Facility and Dock clear of all equipment and supplies belonging to or incidental to the business of the Customer when not needed for its vessel operations. The Port also agrees to provide a designated bus staging area at such location(s) as the Port may designate of sufficient area for 2 buses to transport Customer's passengers. Other than making the staging area available, the Port accepts no responsibility for bus availability, use or passenger transport.

(i) Customer may schedule docking dates and times twenty-four (24) months or more in advance, and

(ii) The Port and Customer acknowledge that Customer's cruise schedules can change at times on short notice due to a number of factors, including but not limited to river and other environmental conditions, and agree that Customer's preferred docking status gives Customer the ability to request dates at any time throughout the cruising season, which is generally defined to be March 31st to November 8th. Customer agrees to provide the Port with as much notice as possible with any changes to the Docking Schedule and the anticipated dates the Customer will require access to and use of the Dock and Facility.

2. Term and Termination. This Agreement shall commence upon its date of execution, shall have a term of **two (2) years**. The Port may terminate this Agreement at any time in its sole and absolute discretion upon written notice to the Customer ("Notice"), with such termination effective as of the end of any calendar day specified in the Notice, provided, however, said termination shall not take effect until the later of 30 days after the date of the Notice or at the end of the last date of any date then currently scheduled on the Docking Schedule for that current year/season. The Customer may terminate this Agreement at any time in its sole and absolute discretion upon notice to the Port, with such termination to be effective as of the date and time specified in such Notice. Termination by Customer shall be without any liability to the Port if the Port in its sole and absolute discretion accepts such termination.

3. Security Deposit. In compliance with the requirements of RCW 53.08.085 (as presently codified or hereafter amended) and other laws of the State of Washington, Customer agrees it will secure its performance of all obligations under this Agreement by posting a security deposit in the amount of ten thousand US dollars (\$10,000.00) or by procuring and maintaining, during the term of this Lease, a corporate surety bond (the "Bond") or by providing other financial security ("Security") satisfactory to the Port in like amount.

4. Water. Potable water is available at cost from the Port's water system at Breakwater. Advance notice is required for water by contacting Eric Plantenberg at the Port office 360-798-5219. The Port will meter the water taken by the Customer on a monthly basis and invoice the Customer at the end of the usage month. Rate charged will be based on the metered usage by the Customer and rate charged from the City of Washougal. The Customer agrees to pay by the 10th of the month following usage.

5. Garbage. Garbage service is available at Breakwater and must be coordinated and paid directly by the Customer to their service provider. Port staff will coordinate dumpster location with the Customer. Customer will be responsible for loading their garbage into the dumpster.

6. Other Utilities. If any utilities are available at the Facility and Customer elects to connect to and/or utilize such utilities during its visit, Customer agrees to be responsible for and to pay any and all connection and/or usage charges.

7. Insurance. The Customer agrees to provide insurance as follows: Protection and indemnity insurance and general liability or marine liability insurance covering bodily injury liability (including death), personal injury liability, property damage liability, blanket contractual liability, workers compensation insurance (including longshoremen and harbor workers act coverage, and Jones Act coverage, to the extent applicable or required under applicable State and Federal law) for all operations and activities while moored at the Port Facility and Dock or operating on or about the Port Facility and Dock. Such insurance shall be in the amount of at least \$5,000,000 combined single limit of liability. The Port shall be named as an

additional insured with an endorsement at least as broad as ISO CG 20 10 10 01. The Customer shall provide proof of insurance by a certificate of insurance and copy of additional insured endorsement satisfactory to the Port evidencing above coverage and naming the Port added as an additional insured prior to conducting any operations at the Port Facility and Dock.

8. Indemnification. The Customer agrees to defend (with attorneys approved by the Port), indemnify and hold harmless the Port, its agents, servants, employees and officials from any and all liability or claims for damages to or from third parties, or other persons, including physical damage to any Port property caused by the negligent or other wrongful act or omissions of the Customer or the agents, servants, employees, directors, officers, representatives, contractors, subcontractors, consultants, subconsultants, vendors, officials, guests, licensees, customers or invitees of the Customer (“Customer Parties”), arising or alleged to arise out of or related to the use by the Customer of the Port Facility and Dock and related and adjoining facilities, including bus staging area, for dockage of its vessel as above described or other operations of the Customer on or about the Port Dock and Facility and does further agree to defend and indemnify and pay the expense of defending any action that may be commenced against the Port, its agents, servants, employees or officials by any third person or other person alleging any injury or damage arising out of or related to the dockage or use of the Port’s Dock and Facility.

9. Permits. The Customer shall obtain and maintain all permits and licenses required for the conduct of the Customer’s business at the Facility and Dock and at the Port’s request shall provide a copy of all such permits and licenses and all renewals thereof to the Port. The Customer shall promptly and diligently observe and comply with all applicable laws, rules, regulations, standards, ordinances, permits and permit requirements, licenses and license requirements, franchises and franchise requirements, orders, decrees, policies, and other requirements of all federal, state, county, city, or other local jurisdiction governmental or public or quasi-public bodies, departments, agencies, bureaus, offices or subdivisions thereof, or other authority, which may be applicable to or have authority over the Port Facility and Dock or surrounding area or any improvements on the Facility and Dock, or over the Customer as they pertain to the Customer’s operations on or about the Facility and Dock, or any activity conducted on or about the Facility and Dock including, but not limited to, those of the Port, and including, but not limited to, those pertaining to police, fire, safety, sanitation, environment, storm water, odor, dust and other emissions, and noise, all as currently in effect or as hereafter adopted, enacted, passed, directed, issued, or amended, and all obligations and conditions of all instruments of record at any time during the term of this Agreement (collectively “Applicable Law”). Without limiting the foregoing, The Customer shall make any alterations or improvements to the Facility and Dock required to comply with the requirements of this section. In addition to any other indemnity under this Agreement, the Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless against all civil or criminal claims, costs (including but not limited to reasonable attorney fees), expenses, fees, fines, penalties, liabilities, losses, and damages that the Port incurs by reason of any third party (including but not limited to any governmental agency) charge, claim, litigation, or enforcement action related to any actual or claimed violation by the Customer Parties of any of the foregoing. The Customer’s obligations under this section shall survive the expiration or other termination of this Agreement.

10. Hazardous Substance Prohibited. In carrying out this Agreement, the Customer shall not release any Hazardous Substance into the surface, subsurface, water or air on or about the Dock or Facility or the common areas or adjacent property, including bus staging area.

11. Compliance with Laws. In carrying out this Agreement, the Customer agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to defend (with attorneys approved by the Port), indemnify, and hold harmless the Port against all civil or criminal claims, losses, liabilities, fees, fines, penalties, damages, and costs (including but not limited to attorney fees) resulting from any failure of the Customer or the Customer Parties to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC

Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98.

12. Environmental Investigation. The Customer shall be fully and completely liable to Port for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to the Customer use, disposal, transportation, storage, generation, management, release and/or sale of Hazardous Substances, which in any way arises out of or relates to this Agreement, including all Customer use of and activities at the Facility and or Dock or Customer's access thereto and/or use thereof, including on or about the Facility and Dock, the common areas or adjacent property.

13. Environmental Provisions. The Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs, and shall maintain insurance for such risk with limits of at least \$10,000,000 and shall name the Port as an Additional Insured with an endorsement at least as broad as ISO CG 00 39 04 13, and provide Additional Insured certification and a copy of Additional Insured endorsement satisfactory to the Port prior to commencing operations. All such insurances shall be endorsed to waive subrogation as to the non-procuring party, subject to the allocation of liabilities in this agreement. Sudden and accidental pollution coverage alone will not be accepted. Any policies issued on a claims-made basis shall provide for extended reporting periods of not less than five (5) years after the expiration or other termination of this Agreement. The obligation of the Customer to defend the Port shall not preclude the right of the Port to obtain its own counsel. Any costs and fees incurred in defense of the Port by the Port's counsel shall also be paid by the Customer as the same are incurred.

14. Condition of Facility. The Port makes no representation concerning the depth of the water at the Port's Facility and Dock or the presence of submerged objects adjacent to or near the Dock or Facility or otherwise regarding the condition of the Dock and Facility or surrounding area, including bus staging area or their suitability for the Customer's intended use or otherwise. The Customer shall make their own determination that the Customer's vessel has adequate depth to safely dock at the Port's Dock and Facility and that the Dock and Facility and other Port facilities, including bus staging area and surrounding area are suitable and safe for the Customer operations.

15. Security. The Customer shall be responsible for all required security as required by any federal or state agency with jurisdiction regarding its operations at the Port's Dock and Facility.

16. Safety and Notifications: The Customer shall be responsible for ensuring that Customer and Customer Parties comply with applicable laws and obey any written safety rules as may be provided by the Port. Customer shall not intentionally interfere with other operations or create any danger or safety hazard at the Dock and Facility. Customer shall notify the Port if it believes there are any safety or suitability problems, and in such an event the parties agree to fully cooperate and resolve the same to their mutual satisfaction. Formal notices shall be addressed to the contact defined above for each of the parties and may be given by e-mail, or mail.

17. General Provisions. This Agreement shall be governed by the laws of the county and state in which the Facility is located.

This Agreement may be executed in counterparts and/or by electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by electronic means deemed equivalent to original signatures. This constitutes the entire agreement between the parties and

EXHIBIT A
DOCKING SCHEDULES

American Cruise Lines 2025 Docking Schedule at Washougal, WA - Washougal Waterfront Park Dock

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours
American Cruise Lines	American Harmony	Wed. Mar. 26, 2025	8:00AM	Sat. Mar. 29, 2025	2:00PM	78.0
American Cruise Lines	American Song	Mon. Mar. 31, 2025	8:00AM	Wed. Apr. 02, 2025	2:00PM	54.0
American Cruise Lines	American Jazz	Thu. Apr. 03, 2025	8:00AM	Sat. Apr. 05, 2025	2:00PM	54.0
American Cruise Lines	American Harmony	Fri. Apr. 11, 2025	6:00PM	Sat. Apr. 12, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 13, 2025	8:00AM	Wed. Apr. 16, 2025	2:00PM	78.0
American Cruise Lines	American Song	Tue. Apr. 15, 2025	6:00PM	Wed. Apr. 16, 2025	2:00PM	20.0
American Cruise Lines	American West	Tue. Apr. 15, 2025	8:00AM	Thu. Apr. 17, 2025	2:00PM	54.0
American Cruise Lines	American Jazz	Fri. Apr. 18, 2025	6:00PM	Sat. Apr. 19, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sat. Apr. 19, 2025	11:00PM	Sun. Apr. 20, 2025	2:00PM	15.0
American Cruise Lines	American Pride	Wed. Apr. 23, 2025	11:00PM	Thu. Apr. 24, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. Apr. 25, 2025	6:00PM	Sat. Apr. 26, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 27, 2025	11:00PM	Mon. Apr. 28, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Apr. 29, 2025	6:00PM	Wed. Apr. 30, 2025	2:00PM	20.0
American Cruise Lines	American West	Wed. Apr. 30, 2025	6:00PM	Thu. May. 01, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 02, 2025	6:00PM	Sat. May. 03, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 04, 2025	11:00PM	Mon. May. 05, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. May. 09, 2025	6:00PM	Sat. May. 10, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 11, 2025	4:30PM	Mon. May. 12, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 13, 2025	6:00PM	Wed. May. 14, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 16, 2025	6:00PM	Sat. May. 17, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 18, 2025	10:00PM	Mon. May. 19, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. May. 23, 2025	6:00PM	Sat. May. 24, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 25, 2025	4:30PM	Mon. May. 26, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 27, 2025	6:00PM	Wed. May. 28, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 30, 2025	6:00PM	Sat. May. 31, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 01, 2025	10:00PM	Mon. Jun. 02, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jun. 06, 2025	6:00PM	Sat. Jun. 07, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 08, 2025	4:30PM	Mon. Jun. 09, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 10, 2025	6:00PM	Wed. Jun. 11, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 13, 2025	6:00PM	Sat. Jun. 14, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 15, 2025	10:00PM	Mon. Jun. 16, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jun. 20, 2025	6:00PM	Sat. Jun. 21, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 22, 2025	4:30PM	Mon. Jun. 23, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 24, 2025	6:00PM	Wed. Jun. 25, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 27, 2025	6:00PM	Sat. Jun. 28, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 29, 2025	10:00PM	Mon. Jun. 30, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jul. 04, 2025	6:00PM	Sat. Jul. 05, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 06, 2025	11:00PM	Mon. Jul. 07, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Jul. 08, 2025	6:00PM	Wed. Jul. 09, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 11, 2025	6:00PM	Sat. Jul. 12, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Jul. 13, 2025	10:00PM	Mon. Jul. 14, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Jul. 18, 2025	6:00PM	Sat. Jul. 19, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 20, 2025	11:00PM	Mon. Jul. 21, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Jul. 22, 2025	6:00PM	Wed. Jul. 23, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 25, 2025	6:00PM	Sat. Jul. 26, 2025	2:00PM	20.0

American Cruise Lines	American West	Sun. Jul. 27, 2025	10:00PM	Mon. Jul. 28, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Aug. 01, 2025	6:00PM	Sat. Aug. 02, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 03, 2025	4:30PM	Mon. Aug. 04, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 05, 2025	6:00PM	Wed. Aug. 06, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 08, 2025	6:00PM	Sat. Aug. 09, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 10, 2025	10:00PM	Mon. Aug. 11, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Aug. 15, 2025	6:00PM	Sat. Aug. 16, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 17, 2025	4:30PM	Mon. Aug. 18, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 19, 2025	6:00PM	Wed. Aug. 20, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 22, 2025	6:00PM	Sat. Aug. 23, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 24, 2025	10:00PM	Mon. Aug. 25, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Aug. 29, 2025	6:00PM	Sat. Aug. 30, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 31, 2025	4:30PM	Mon. Sep. 01, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 02, 2025	6:00PM	Wed. Sep. 03, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 05, 2025	6:00PM	Sat. Sep. 06, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Sep. 07, 2025	10:00PM	Mon. Sep. 08, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Sep. 12, 2025	6:00PM	Sat. Sep. 13, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 14, 2025	4:30PM	Mon. Sep. 15, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 16, 2025	6:00PM	Wed. Sep. 17, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 19, 2025	4:30PM	Sat. Sep. 20, 2025	2:00PM	22.0
American Cruise Lines	American West	Sun. Sep. 21, 2025	10:00PM	Mon. Sep. 22, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Sep. 26, 2025	6:00PM	Sat. Sep. 27, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 28, 2025	4:30PM	Mon. Sep. 29, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 30, 2025	6:00PM	Wed. Oct. 01, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 03, 2025	6:00PM	Sat. Oct. 04, 2025	2:00PM	20.0
American Cruise Lines	American West	Sun. Oct. 05, 2025	10:00PM	Mon. Oct. 06, 2025	2:00PM	16.0
American Cruise Lines	American Harmony	Fri. Oct. 10, 2025	6:00PM	Sat. Oct. 11, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 12, 2025	4:30PM	Mon. Oct. 13, 2025	2:00PM	22.0
American Cruise Lines	American Song	Tue. Oct. 14, 2025	6:00PM	Wed. Oct. 15, 2025	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 17, 2025	4:30PM	Sat. Oct. 18, 2025	2:00PM	22.0
American Cruise Lines	American West	Sun. Oct. 19, 2025	10:00PM	Mon. Oct. 20, 2025	10:00AM	12.0
American Cruise Lines	American West	Thu. Oct. 23, 2025	11:00PM	Fri. Oct. 24, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. Oct. 24, 2025	6:00PM	Sat. Oct. 25, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 26, 2025	4:30PM	Mon. Oct. 27, 2025	2:00PM	22.0
American Cruise Lines	American West	Mon. Oct. 27, 2025	11:00PM	Tue. Oct. 28, 2025	2:00PM	15.0
American Cruise Lines	American Song	Tue. Oct. 28, 2025	6:00PM	Wed. Oct. 29, 2025	2:00PM	20.0
American Cruise Lines	American Pride	Thu. Oct. 30, 2025	11:00PM	Fri. Oct. 31, 2025	2:00PM	15.0
American Cruise Lines	American Jazz	Fri. Oct. 31, 2025	11:00PM	Sat. Nov. 01, 2025	2:00PM	15.0
American Cruise Lines	American Pride	Mon. Nov. 03, 2025	11:00PM	Tue. Nov. 04, 2025	2:00PM	15.0
American Cruise Lines	American Harmony	Fri. Nov. 07, 2025	6:00PM	Sat. Nov. 08, 2025	2:00PM	20.0
American Cruise Lines	American Song	Tue. Nov. 11, 2025	6:00PM	Wed. Nov. 12, 2025	2:00PM	20.0

Company	Vessel	Length
American Cruise Lines	American Harmony	328
	American Jazz	328
	American Pride	250
	American Song	328
	American West	220

American Cruise Lines 2026 Docking Schedule at Washougal, WA - Washougal Waterfront Park Dock

Dockings marked "Confirmed" have been guaranteed by the port, while Dockings marked "Requested" or "Flagged" have not been guaranteed.

Company	Vessel	Arrival Date	Arrival Time	Departure Date	Departure Time	Hours
American Cruise Lines	American Harmony	Fri. Mar. 13, 2026	6:00PM	Sat. Mar. 14, 2026	2:00PM	20.0
American Cruise Lines	American Song	Tue. Mar. 17, 2026	6:00PM	Wed. Mar. 18, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Mar. 20, 2026	6:00PM	Sat. Mar. 21, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Mar. 27, 2026	6:00PM	Sat. Mar. 28, 2026	2:00PM	20.0
American Cruise Lines	American Song	Tue. Mar. 31, 2026	6:00PM	Wed. Apr. 01, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Apr. 03, 2026	6:00PM	Sat. Apr. 04, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Apr. 10, 2026	6:00PM	Sat. Apr. 11, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 12, 2026	4:30PM	Mon. Apr. 13, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Apr. 14, 2026	6:00PM	Wed. Apr. 15, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Apr. 17, 2026	6:00PM	Sat. Apr. 18, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Apr. 24, 2026	6:00PM	Sat. Apr. 25, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Apr. 26, 2026	4:30PM	Mon. Apr. 27, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Apr. 28, 2026	6:00PM	Wed. Apr. 29, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 01, 2026	6:00PM	Sat. May. 02, 2026	2:00PM	20.0
American Cruise Lines	American West	Fri. May. 01, 2026	8:00AM	Mon. May. 04, 2026	2:00PM	78.0
American Cruise Lines	American Harmony	Fri. May. 08, 2026	6:00PM	Sat. May. 09, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 10, 2026	4:30PM	Mon. May. 11, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 12, 2026	6:00PM	Wed. May. 13, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 15, 2026	6:00PM	Sat. May. 16, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 17, 2026	6:00PM	Mon. May. 18, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. May. 22, 2026	6:00PM	Sat. May. 23, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. May. 24, 2026	4:30PM	Mon. May. 25, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. May. 26, 2026	6:00PM	Wed. May. 27, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. May. 29, 2026	6:00PM	Sat. May. 30, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. May. 31, 2026	6:00PM	Mon. Jun. 01, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jun. 05, 2026	6:00PM	Sat. Jun. 06, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 07, 2026	4:30PM	Mon. Jun. 08, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 09, 2026	6:00PM	Wed. Jun. 10, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 12, 2026	6:00PM	Sat. Jun. 13, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 14, 2026	6:00PM	Mon. Jun. 15, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jun. 19, 2026	6:00PM	Sat. Jun. 20, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jun. 21, 2026	4:30PM	Mon. Jun. 22, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jun. 23, 2026	6:00PM	Wed. Jun. 24, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jun. 26, 2026	6:00PM	Sat. Jun. 27, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jun. 28, 2026	6:00PM	Mon. Jun. 29, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jul. 03, 2026	6:00PM	Sat. Jul. 04, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 05, 2026	4:30PM	Mon. Jul. 06, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jul. 07, 2026	6:00PM	Wed. Jul. 08, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 10, 2026	6:00PM	Sat. Jul. 11, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jul. 12, 2026	6:00PM	Mon. Jul. 13, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Jul. 17, 2026	6:00PM	Sat. Jul. 18, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Jul. 19, 2026	4:30PM	Mon. Jul. 20, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Jul. 21, 2026	6:00PM	Wed. Jul. 22, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Jul. 24, 2026	6:00PM	Sat. Jul. 25, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Jul. 26, 2026	6:00PM	Mon. Jul. 27, 2026	2:00PM	20.0

American Cruise Lines	American Harmony	Fri. Jul. 31, 2026	6:00PM	Sat. Aug. 01, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 02, 2026	4:30PM	Mon. Aug. 03, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 04, 2026	6:00PM	Wed. Aug. 05, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 07, 2026	6:00PM	Sat. Aug. 08, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 09, 2026	6:00PM	Mon. Aug. 10, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Aug. 14, 2026	6:00PM	Sat. Aug. 15, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 16, 2026	4:30PM	Mon. Aug. 17, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Aug. 18, 2026	6:00PM	Wed. Aug. 19, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Aug. 21, 2026	6:00PM	Sat. Aug. 22, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Aug. 23, 2026	6:00PM	Mon. Aug. 24, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Aug. 28, 2026	6:00PM	Sat. Aug. 29, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Aug. 30, 2026	4:30PM	Mon. Aug. 31, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 01, 2026	6:00PM	Wed. Sep. 02, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 04, 2026	6:00PM	Sat. Sep. 05, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Sep. 06, 2026	6:00PM	Mon. Sep. 07, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Sep. 11, 2026	6:00PM	Sat. Sep. 12, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 13, 2026	4:30PM	Mon. Sep. 14, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 15, 2026	6:00PM	Wed. Sep. 16, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Sep. 18, 2026	6:00PM	Sat. Sep. 19, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Sep. 20, 2026	6:00PM	Mon. Sep. 21, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Sep. 25, 2026	6:00PM	Sat. Sep. 26, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Sep. 27, 2026	4:30PM	Mon. Sep. 28, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Sep. 29, 2026	6:00PM	Wed. Sep. 30, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 02, 2026	6:00PM	Sat. Oct. 03, 2026	2:00PM	20.0
American Cruise Lines	American West	Sun. Oct. 04, 2026	6:00PM	Mon. Oct. 05, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Oct. 09, 2026	6:00PM	Sat. Oct. 10, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 11, 2026	4:30PM	Mon. Oct. 12, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Oct. 13, 2026	6:00PM	Wed. Oct. 14, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 16, 2026	6:00PM	Sat. Oct. 17, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Oct. 23, 2026	6:00PM	Sat. Oct. 24, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Oct. 25, 2026	4:30PM	Mon. Oct. 26, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Oct. 27, 2026	6:00PM	Wed. Oct. 28, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Oct. 30, 2026	6:00PM	Sat. Oct. 31, 2026	2:00PM	20.0
American Cruise Lines	American Harmony	Fri. Nov. 06, 2026	6:00PM	Sat. Nov. 07, 2026	2:00PM	20.0
American Cruise Lines	American Pride	Sun. Nov. 08, 2026	4:30PM	Mon. Nov. 09, 2026	2:00PM	22.0
American Cruise Lines	American Song	Tue. Nov. 10, 2026	6:00PM	Wed. Nov. 11, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Nov. 13, 2026	6:00PM	Sat. Nov. 14, 2026	2:00PM	20.0
American Cruise Lines	American Jazz	Fri. Nov. 27, 2026	6:00PM	Sat. Nov. 28, 2026	10:00AM	16.0

Company	Vessel	Length
American Cruise Lines	American Harmony	328
	American Jazz	328
	American Pride	250
	American Song	328
	American West	220

Port of Camas-Washougal Staff Report

DEPARTMENT:

FOR THE AGENDA OF:

RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

N/A

Yes, describe:

SUSTAINABILITY IMPLICATIONS:

N/A

Yes, describe:

DEI IMPLICATIONS:

N/A

Yes, describe:

LEASE

THIS LEASE is 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 Kiva United Energy, Inc., a Utah corporation with principal place of business of 10281 South State Street Sandy, Utah 84070 authorized to engage in business and engaging in business in the State of Washington, hereinafter called "**Lessee**".

WITNESSETH:

Section 1. PREMISES LEASED: For and in consideration of the payment by Lessee of the rentals hereinafter specified, and performance by Lessee of the covenants and obligations hereinafter provided to be kept and performed by Lessee, Lessor does hereby lease, demise and let unto Lessee, approximately 19,500 sf of real property which is a portion of tax parcel 71281109 situated within the said Port District in the City of Washougal, Clark County, Washington ("the Premises") for the purposes set forth herein. The Premises are graphically depicted in **Exhibit "A"**, attached hereto and by this reference incorporated as a part hereof.

Lessee shall, in addition, have a right-of-way in common with others over and across private roads and streets giving access to the Premises, which right-of-way shall terminate at such time as such private roads and streets are dedicated to the public.

Section 2. TERM. The term of this Lease shall commence on July 1, 2024 ("**Commencement Date**") and shall terminate on March 31, 2026. Upon the commencement of this Lease, the prior lease between Lessor and Lessee shall automatically terminate and this Lease shall be the only lease governing the Premises from and after the Commencement Date of this Lease, provided that any obligations of Lessee that accrued prior to such termination and

any obligations that survive termination of the prior lease shall not be terminated and shall survive such termination.

Lessee shall give Lessor written notice ninety (90) days prior to the expiration of the then current term regarding Lessee's intent to extend the Lease or vacate the premises upon expiration of the then current term. The absence of timely notice from Lessee will be deemed to be notice that Lessee intends to vacate the Premises upon expiration of the then current term.

If Lessee holds over after the expiration or termination of the term with Lessor's consent, such tenancy shall be deemed to be a holdover tenancy on a month-to-month basis. All other terms, covenants, and conditions of the Lease shall remain in effect, except that rent shall be increased by the same percentage as at the beginning of the last lease year. If Lessee holds over after the expiration or termination of the term without Lessor's consent, then such tenancy shall be deemed a holdover tenancy on a month-to-month basis, on the terms, covenants, and conditions of this Lease in effect at the expiration or termination of the term, except that rent shall be increased to 200% of the rent last payable under this Lease. This section does not grant any right to Lessee to holdover, and Lessee is liable to Lessor for any and all damages and expenses of Lessor as a result of any holdover.

Section 3. POSSESSION: Lessee shall have the right to possession of the Premises pursuant to this Lease commencing on the Commencement Date of the Lease term.

Section 4. RENT: Lessee shall pay to Lessor, without any notice or demand, and without setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, rent for the Premises in the following monthly rent:

Date	Monthly Rate	Monthly Rate + 12.84% LHET
7/1/24 to 3/31/25	\$888.12	\$1,002.15
4/1/25 to 3/31/26	\$914.76	\$1,032.22

In addition to the rental amounts specified above, Lessee shall pay to Lessor with each monthly rental payment the Washington State Leasehold Tax on the leased Premises, which tax is currently 12.84% of the monthly rental payment. Rental payments are payable in advance on the 1st day of each month during the term of this Lease.

Lessee agrees to pay a late charge, in an amount equal to 7% of the monthly rental payment then due with any rental or leasehold tax payment which is not received in full by Lessor by the tenth day of the month.

Section 5. LEASE BOND: Lessor hereby waives its right to require a lease bond or security pursuant to RCW 53.08.085.

Section 6. TAXES AND UTILITIES:

Lessee shall pay all taxes, charges and assessments for or related to electricity, water, sewer, garbage disposal, phone, cable, and any and all other utilities and services which shall, during the term of this Lease, be charged or imposed upon the Premises.

Lessee shall pay all taxes, assessments, and other expenses arising from Lessee's possession of the Premises, or operation of Lessee's business on the Premises, or are required because of Lessee's operations to make the property conform to government regulations, or which are imposed upon Lessee or Lessor due to the existence of this Lease. situated thereon.

Lessee shall pay the leasehold tax, as provided in RCW 82.29.A, and all taxes, assessments, and other expenses arising from ownership or operation of the property, or the Lessee's business, or required to make the property conform to government regulations or imposed upon Lessor due to the existence of this Lease.

Lessee shall pay and discharge promptly, as the same becomes due and before delinquency, the taxes, assessments and other charges as described herein. Lessee shall pay, upon demand, the taxes, assessments and other charges on behalf of Lessor, or if this is not permitted by law, Lessee shall reimburse Lessor for the amount of any such tax, assessment and other charge paid by Lessor, provided that Lessee shall have the right to contest any such tax or assessment at its own expense.

Section 7. LIENS: Lessee shall keep the Premises free and clear of all liens, including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the Premises, or in connection with any operations of Lessee, or any alteration, improvement, repair, or addition which Lessee may make, permit, or cause to be made or any work or construction by, for, or permitted by Lessee on or about the Premises. Lessor shall not be responsible for liens caused by Lessee's activities on the Premises.

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Lessee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the responsibility of Lessee in this section 7 is filed against Lessor or any portion of the Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Lessor to Lessee, in the manner

provided in Section 25, of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

Section 8. CONTESTING LIENS AND TAXES: Lessee may contest any lien set forth in Section 7 or any tax, assessment, or other charge which Lessee shall pay under Section 6, provided that Lessee notifies Lessor, in the manner provided in Section 25, of their intention to do so within sixty (60) days of the filing of such lien or within thirty (30) days of receipt of notice of such tax, assessment, or other charge; and provided further that Lessee posts a bond or other security with Lessor, prior to the contest, in an amount equal to the amount of the contested lien or tax, assessment, or other charge.

Within sixty (60) days of the determination of its validity, Lessee shall satisfy and discharge any remaining lien, or pay and discharge any remaining assessment, or other charge, and all penalties, interest, and costs in connection therewith. Satisfaction and discharge shall not be delayed until execution is had on any judgment rendered, nor shall satisfaction, payment and discharge be delayed until sale is made of the whole or any part of the Premises on account thereof. Any such delay shall be a default of Lessee under this Lease.

In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting therefrom.

Section 9. USE OF PREMISES: Lessee covenants and agrees as follows:

A. To use the Premises actively and continuously throughout the term of this Lease solely for loading and storage of propane for truck delivery. Lessee's use and all equipment utilized by Lessee within the Premises shall fully comply with all local, State, and/or federal requirements and, in addition, Lessee shall have procured in advance all

necessary permits or authorizations for such use from any local, state or federal agency, including, but not limited to, approval for the intended use from the Washougal Fire and Building Department prior to occupancy. Lessee shall not use the Premises for other purposes without Lessor's prior written consent.

B. To use the adjoining yard area for employee and guest parking, and for shipping and receiving of equipment and other goods in the course of Lessee's business, and temporary short-term staging of goods and equipment in connection with such shipping and receiving operations. Except as expressly permitted in this Section 9, no equipment or other goods shall be stored in the rear yard area beyond the time reasonably necessary for a shipping or receiving operation. Except as expressly permitted in this Section 9, Lessee shall not use any yard area for overnight parking, or storage of any vehicles, campers, boats, or trailers, or containers, sheds, or drums, or any other storage of any other thing whatsoever. Lessee shall at all times keep all yard areas area in good, clean, neat, orderly, and safe condition, free of any debris, and free of any material deemed objectionable by Lessor.

C. Not to use or occupy the Premises, or permit the Premises to be used or occupied, for other than legal purposes, or in a manner which shall violate any certificate of occupancy in force relating to any building or improvement hereafter erected thereon;

D. To conform to and abide by all lawful rules, laws and regulations in connection with the use of said Premises and the operation of Lessee's business thereon, and not to permit said Premises to be used in violation of any lawful rule, law, regulation or other authority; and

E. Not to commit or permit any waste of the leased Premises nor commit or permit the maintenance or commission of any nuisance on the Premises.

Section 10. NO REPRESENTATION: Lessee has leased the Premises after an

opportunity for examination thereof and of the subsurface conditions beneath the same, and without any representation on the part of Lessor, except that Lessor states that it has no knowledge of any spill of hazardous materials or the presence of any hazardous materials on the leased Premises as of the date of the commencement of the Lease term. As used in this Lease, the term "hazardous substances" or "hazardous materials" means any hazardous or toxic substances, materials or waste, including but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes as are or become regulated under any applicable local, state or federal law. Subject to Lessor's obligations under this Lease, Lessee assumes the sole responsibility for the condition, operation, maintenance and management of the leased Premises.

Section 11. IMPROVEMENTS:

A. Lessee Improvements. Lessee shall not make any changes, alterations, or improvements to the leased Premises or surrounding yard area ("**Tenant Improvements**") without the written consent of the Lessor being first obtained, which shall not be unreasonably withheld. All Tenant Improvements shall be performed by Lessee at its cost, and in compliance with all applicable law, including but not limited to all applicable building permit processes. Lessor acknowledges that Lessee has installed tanks on the Premises for Lessee's use. In the event Lessor consents to a proposed Tenant Improvement, such consent shall include Lessor's written determination as to whether Lessee shall be required to remove said improvement at the expiration or termination of this Lease. In the event no such written determination exists as to any proposed improvement made during

the course of the Lease, then at the expiration or other termination of this Lease, all improvements, which shall remain upon the Premises, shall upon Lessor's determination, as determined in its sole and absolute discretion, be either (1) removed and the Premises restored by Lessee at its sole cost and expense, or (2) become the property of Lessor.

All machinery, fixtures, portable buildings and equipment installed by Lessee, and which are adapted only for the special use of Lessee, shall be considered to be trade fixtures and may be removed at the termination of the Lease by Lessee. Lessee shall at its own expense repair all damage caused by the removal of trade fixtures and shall restore the Premises to its same condition as immediately prior to such removal.

Section 12. REPAIR AND MAINTENANCE: Lessee shall be responsible for the cost of any repairs made pursuant to this paragraph which are caused by the intentional or negligent acts of its employees, agents or licensees. Lessee shall complete all repairs within 90 days by a Lessor approved contractor or utilize Lessor maintenance staff at the Lessor contract rate. Lessee agrees to reimburse Lessor for said repairs immediately upon demand.

Lessor shall have no liability to Lessee for incidental damages or property damage suffered by Lessee as a result of its failure to maintain or repair those portions of the Premises described above, its only obligation being to maintain or repair such portions of the Premises. Lessee agrees to promptly notify Lessor of the need for exterior or structural repairs.

Except as provided above, Lessee agrees to maintain the Premises and all improvements in a good state of repair and at the termination of this Lease to return the Premises and all improvements and adjoining yard area to Lessor in as good state and condition as the same

are in at the time Lessee commences occupying same, reasonable wear and tear from the normal use thereof and fire or other casualty being excepted. Lessee agrees to keep all adjoining yard areas at all times in good, clean, neat, orderly, and safe condition, free from any debris, and free from any material deemed objectionable by Lessor.

Section 13. INDEMNITY: Lessee shall indemnify and save harmless Lessor from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in or about the Premises resulting from the act or omission of Lessee, Lessee's officers, agents, employees, contractors, and sublessees, or of any occupant, visitor, or user of any part of Lessee's Premises. Lessee further covenants and agrees to indemnify and hold Lessor harmless against the claims of all and every person whomsoever arising out of or in any way connected with Lessee's occupation or use of the Premises, except for claims by Lessor's employees or agents for injuries sustained during the course of employment through no fault of Lessee. Lessee shall pay all attorney's fees and other expenses incurred by Lessor in defending any and all suits which may be brought against Lessor or in which Lessor may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Lessor shall indemnify and hold harmless Lessee and its directors, officers, employees, and agents, from and against any and all losses, claims, and damages arising from Lessor's gross negligence or intentional misconduct. Except for the gross negligence or intentional misconduct of Lessor or its agents, or employees, Lessor shall not be responsible for or liable for, and Lessee, notwithstanding that joint or concurrent liability may be imposed upon Lessor by a statute or court decision, hereby waives all claims

against Lessor for any damage or injury to any person or to any property on or about the Premises subject to this Lease, including liability for costs, attorney's fees and reasonable expenses arising out of said claims.

Lessee covenants and agrees to reimburse Lessor for all costs or expenses of repair or replacement of any of Lessor's property damaged or destroyed as a result of Lessee's use or occupation of the Premises or use of Port property or facilities. Lessee further covenants and agrees to carry liability insurance protecting itself and Lessor from all liability arising out of this Section 13. The provisions of this section 13 shall survive the expiration or earlier termination of this Lease.

Section 14. INSURANCE:

A. Lessee shall procure at its sole cost and expense and keep in effect from the date of this Lease and at all times until the end of the term either Comprehensive General Liability insurance or Commercial General Liability insurance applying to the use and occupancy of the Premises and the business operated by Lessee (or any other occupant) on the Premises and providing coverage against all Lessee's liabilities pursuant to this Lease. Such coverage shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) and such limit shall be increased from time to time to such amount as may be mutually acceptable to Lessor and Lessee in their reasonable judgment. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; shall be endorsed to provide that such coverage shall be primary; and that any insurance maintained by Lessor shall be excess insurance only.

B. Lessee shall furnish Lessor with acceptable evidence that the insurance is in effect and in amounts sufficient to satisfy this Section 14. All insurance policies required

by this Section 14 shall provide that they shall not be reduced, canceled or substantially amended or modified as to terms without thirty (30) days advance written notice to Lessor. All insurance policies required to be carried under this Lease shall be with recognized insurance carriers, having an A rating from A. M. Best Company or like or similar rating from an equally recognized rating company, acceptable to Lessor, and shall name Lessor as an additional insured. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insured shall not reduce or avoid coverage to the other named insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Lessor and Lessee if such waiver can be obtained at reasonable cost.

Lessee shall deliver to Lessor on or before the date on which the term commences, and thereafter at least ten (10) days before the expiration dates of expiring policies, certified copies of its insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period; and in the event Lessee shall fail to procure such insurance, or to deliver such policies or certificates, Lessor may, at its option and in addition to Lessor's other remedies in the event of a default by Lessee hereunder, procure the same for the account of Lessee, and the cost thereof shall be paid to Lessor within ten (10) days following written demand therefor.

Section 15. HAZARDOUS SUBSTANCES -LESSEE'S OBLIGATIONS:

Lessee shall not, without Lessor's prior written consent, keep on or about the leased Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful (collectively referred to as "hazardous substances"), and/or which are subject to regulation by

any federal, state or local law, regulation, statute or ordinance. With respect to any hazardous substances, Lessee shall:

A. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

B. Submit to Lessor true and correct copies of all reports, manifests and identification numbers at the same time as they are required to be and/or submitted to the appropriate governmental authorities;

C. Within five (5) days of Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of hazardous substances and provide evidence satisfactory to Lessor of Lessee's compliance with the applicable governmental regulation;

D. Allow Lessor or Lessor's agents or representatives to come on the leased Premises during regular business hours, and after hours with three (3) hours advance notice to Lessee, to check Lessee's compliance with all applicable governmental regulations regarding hazardous substances;

E. Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain hazardous substances (if minimum standards or levels are applicable to hazardous substances present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

F. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of

hazardous substances.

Any and all costs incurred by Lessor and associated with Lessor's special or non-routine inspection of Lessee's Premises and Lessor's monitoring of Lessee's compliance with this section, and including Lessor's attorneys' fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon demand by Lessor. However, Lessor shall solely bear the expense of inspections made on a routine basis, without reasonable cause to believe that Lessee is in violation of this section.

Lessee shall be fully and completely liable to Lessor for any and all cleanup costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, generation and/or sale of hazardous substances, in or about the leased Premises.

Lessee shall indemnify, defend and save Lessor harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Lessor (as well as Lessor's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of hazardous substances.

Upon Lessee's default under this section, in addition to the rights and remedies set forth elsewhere in this Lease, Lessor shall be entitled to the following rights and remedies:

- A. At Lessor's option, to terminate this Lease immediately; and
- B. To recover any and all damage associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Lessor and other lessees of the leased Premises, and any and all damages and claims asserted by third parties and Lessor's attorneys' fees and costs. The provisions of this section shall survive the expiration or earlier termination of this Lease.

Section 16. ASSIGNMENT/SUBLETTING: Lessee shall not assign this Lease nor sublet the whole or any part of the Premises without the prior written consent of Lessor, in its sole and absolute discretion. Any such assignment or sublease shall not relieve Lessee from the responsibility of paying the rentals accruing under this Lease or from keeping and performing all other obligations herein imposed upon and assumed by it. It is understood and agreed that any consent by Lessor to any assignment or subletting by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting.

Section 17. QUIET ENJOYMENT:

A. Lessee, upon paying the rent and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements, and provisions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Lease term, subject to the provisions herein, without hindrance by Lessor.

B. Lessor warrants that it has fee simple title to the Premises and the power and authority to execute this Lease and to carry out and perform all covenants to be performed by it hereunder.

Section 18. ACCESS: Lessor or Lessor's employees and designees shall have the right to enter upon the Premises at all reasonable times to examine the Premises and to exhibit the Premises to prospective purchasers and prospective lessees, and Lessor shall at all times be provided a key for independent access to the Premises. Any persons other than Lessor or Lessor's employees who need access to the building will at Lessee's request sign a reasonable non-disclosure agreement before entering the building, except in an emergency.

Section 19. CURE BY LESSOR: If Lessee shall default in the performance of any provision under this Lease, Lessor, at its option, may perform the same for the account and at the expense of Lessee. Upon notification to Lessee of the cost thereof to Lessor, Lessee shall promptly reimburse Lessor the amount of that cost, plus interest at the rate of twelve (12%) percent per annum from the date of incurring of such cost to the date of repayment. In the event of such default by Lessee, Lessor may enter upon the Premises for the purpose of causing such provisions to be fulfilled. Such entry shall not be deemed an eviction of Lessee. Lessor's action hereunder shall not be deemed a waiver of Lessee's default. Lessor, at its option, without relinquishing any remedy or right, may separately commence proceedings against Lessee for reimbursement of Lessor and for any other remedies for breach of this Lease.

Section 20. BANKRUPTCY AND INSOLVENCY: If, after the commencement of the Lease term:

- A. Lessee then having the title to the leasehold estate created hereunder shall while having such title be adjudicated a bankrupt or adjudged to be insolvent; or
- B. A receiver or trustee shall be appointed for Lessee's property and affairs; or
- C. Lessee shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or
- D. Any execution or attachment shall be issued against Lessee or any of Lessee's property, whereby the Premises or any buildings or improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Lessee, except as may herein be permitted, and such adjudication, appointment, assignment,

petition, execution, or attachment shall not be set aside, vacated, discharged, or bonded within ninety (90) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 21 hereof shall become effective and Lessor shall have the rights and remedies provided therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of a default pursuant to this Section 21, if the rent due and payable hereunder shall continue to be paid and the other covenants, provisions and agreements of this Lease on Lessee's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 21 hereof shall not become effective.

Section 21. DEFAULT:

A. In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided:

1. The occurrence of a default of any provision of this Lease without the curing of same as therein provided in this Lease; or

2. The filing of a petition by or against Lessee for adjudication as a bankrupt, or for reorganization or agreement, or for any similar relief, under the Bankruptcy Code as now or hereafter amended; or

3. Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of three (3) days after receipt by Lessee of notice in writing from Lessor, in the manner provided in Section 25; or

4. Lessee's failure to perform any of the other covenants, provisions, and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of ten (10) days after

receipt by Lessee of notice in writing from Lessor specifying in detail the nature of such failure, or Lessee shall not cure said failure as provided in Paragraph B of this Section 21, then Lessor may, at its option, give to Lessee written notice of election to terminate the Lease term upon a date specified in such notice, which date shall not be less than twenty (20) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Lessee of such notice from Lessor. Upon the date specified in said notice, the term and estate hereby vested in Lessee shall cease and any and all other right, title, and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire Lease term had elapsed, but Lessee shall continue to be liable to Lessor as provided herein. Simultaneously with the sending of the notice to Lessee, as hereinabove provided, Lessor shall send a copy of such notice to any sublessee of the Premises or portions thereof that Lessor may select, in writing from time to time, and any additional persons or parties having an interest in the Premises that Lessor may select, in writing, from time to time. The curing of any default within the above time limits by any of the aforesaid parties or combination thereof, shall constitute a curing of any default hereunder with like effect as if Lessee had cured the same hereunder.

B. In the event that Lessor gives notice of a default of such a nature that it cannot be cured within the period prescribed in Paragraph A.4 of this Section 22, then such default shall not be deemed to continue, so long as Lessee, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default under Paragraph A4 of this Section 21 shall be deemed to continue if and so long as Lessee shall be proceeding to cure the same in good faith.

C. In the event that any default of Lessee shall be cured in any manner hereinabove provided, such default shall be deemed never to have occurred and Lessee's right hereunder shall continue unaffected by such default.

D. Upon any termination of the Lease term pursuant to Paragraph A of this Section 21, or at any time thereafter, Lessor may, in addition to and without prejudice to any other rights and remedies Lessor shall have at law or in equity, re-enter the Premises and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by statute relating to summary proceedings, or similar statutes; but Lessee in such case shall remain liable to Lessor as provided herein.

E. In case of any such default, re-entry, termination and/or disposition by summary proceedings:

1. The rent shall become due thereupon and be paid up to the time of such re-entry, termination and/or disposition;

2. Lessor may re-let the Premises or any part thereof, either in the name of Lessor or otherwise, for a term which may, at Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent, but such re-letting shall not be construed as an acceptance of a surrender of the leasehold interest; and

3. Lessee or the representatives of Lessee shall also pay Lessor as liquidated damages for the failure of Lessee to observe and perform Lessee's covenants herein contained any deficiency between the rent hereby collected on account of the Lease of the Premises for each month of the period which would otherwise have constituted the balance of the Lease term. In computing liquidated damages, there shall be added to the said deficiency such reasonable expenses and counsel fees as Lessor may incur in

connection with the default and re-letting. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month by a similar proceeding.

Lessor, at its option, may make such alterations, repairs, replacements, and/or decorations in the Premises as Lessor, in Lessor's sole judgment, considers advisable and necessary for the purpose of re-letting the Premises; and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Lessee from liability hereunder. Lessor agrees to mitigate in good faith all damages and to re-let the Premises in the event of any default specified herein.

Section 22. WAIVERS: Failure of Lessor to complain of any act or omission on the part of Lessee, no matter how long the same may continue, or the receipt of rent by Lessor with knowledge of any breach or default of this Lease by Lessee, shall not be deemed to be a waiver by Lessor of any of its rights herein. No waiver by Lessor at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of any subsequent breach of the same or any other provision. Failure of Lessor to insist upon strict performance or to exercise any option herein conferred in any one or more instances in the event of default shall not be construed to be a waiver or relinquishment of any such or any other right herein extended to the Lessor.

Section 23. GOVERNMENTAL REGULATIONS: During the Lease term, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, and city governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the Lease term or may in the future be passed, enacted, or

directed, and Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Section 23.

Section 24. NOTICE OF LITIGATION AND COUNSEL FEES:

A. Within ten (10) days of Lessee having knowledge of any litigation or other proceeding that shall be commenced against Lessee or against the Premises to secure or recover possession thereof or that may affect the interests of Lessor in the Premises, Lessee shall give written notice thereof to Lessor.

B. In the event any party shall bring suit to compel performance of or to recover for any breach of any covenant, agreement or condition of this Lease, the prevailing party in said action shall be entitled to recover from the other party costs and reasonable attorney's fees.

C. Notwithstanding anything to the contrary hereinabove contained, in the event that Lessor is made a party to litigation against the Lessee, relating to the Premises, or against the Premises commenced by a third party, wherein Lessor is not at fault, Lessee shall pay, upon demand, all of Lessor's counsel fees and costs.

Section 25. NOTICES: Every notice, consent or other communication authorized or required by this Lease shall be deemed to be sufficient if in writing, and sent postage prepaid by registered or certified mail, return receipt requested, directed to the other party at the address listed below, or at such other address as the other party may designate by notice given from time to time in accordance with this section. In the event a party notifies the other in writing of a change of address in accordance with this section, said address shall substitute for the address listed below for all subsequent notices. Notices shall be

deemed effective when personally served, or upon first date of delivery or attempted delivery if sent by registered or certified mail:

Lessor:

Port of Camas-Washougal 24 So. "A" Street Washougal, WA
98671

Lessee:

Kiva United Energy, Inc., _____

Section 26. RIGHTS CUMULATIVE: The rights, powers, and remedies of Lessor, as provided herein, shall be deemed to be cumulative, and no one of them shall be exclusive of any other, or of any other right, power, or remedy allowed by law.

Section 27. TIME OF THE ESSENCE: Time and punctual and exact performance and observation by Lessor and Lessee of the provisions herein are of the essence of this Lease.

Section 28. SEVERABILITY: In the event that any provision of this Lease shall be declared invalid by any court of competent jurisdiction, such provisions shall be severed from this Lease, and such declaration shall not affect the remainder of this Lease. This Lease shall remain in full force and effect for the balance of its Lease term.

Section 29. INTERPRETATION: Whenever the singular number is used herein, the same shall include the plural, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only. Upon any sale or assignment of the interest of either Lessor or Lessee herein, their respective successors in interest shall, during the term of this ownership of their respective estates herein, be deemed to be Lessor or Lessee, as the case may be.

Section 30. SUCCESSORS: All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Lessor, Lessee, and their respective heirs,

personal representatives, successors and assigns, and upon any person coming into ownership or possession of any interest in the Premises by operation of law, or otherwise, and shall be construed as covenants running with the land.

Section 31. ENTIRE AGREEMENT: This Lease and the License for the adjacent spur track (“License”) constitute and shall be construed as the entire agreement of the parties. No oral statement shall have any force or effect. This Lease shall not be modified or canceled except by writing subscribed by Lessor and Lessee.

Section 32. AUDITS; RETENTION OF RECORDS:

Audits and Inspections: At any time during normal business hours and as frequently as is deemed necessary, the Lessee shall make available to the Lessor for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease.

Retention of Records: All records in the possession of the Lessee pertaining to this Lease shall be retained for a period of three (3) years after the expiration of the Lease or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

Section 33. SPUR TRACK LICENSE AGREEMENT:

The Parties shall execute and fully comply with the terms and conditions of a license to use Railroad Spur Track governing Lessee's use of Lessor's rail access facilities, A copy of the agreed license is attached as **Exhibit "B"**, hereto and incorporated by this reference as a part hereof. (“License”).

Section 34. OPTIONS TO EXTEND.

The Lessee shall have the option, upon sixty (60) days prior written notice to the Lessor as provided herein, to extend the term of this Lease for one (1) five (5) year term on the

following terms and conditions:

A. No default is existing or continuing in the performance of any of the terms of this Lease.

B. Each extended term shall be on the same terms, covenants and conditions as provided for this Lease, except as modified by this provision.

C. The monthly rental obligation for each year of the option period shall be as follows:

Fourth 5-year option period (2026-2031).

a. 04/01/2026-03/31/2027	\$942.20
b. 04/01/2027- 03/31/2028	\$970.47
c. 04/01/2028-03/31/2029	\$999,58
d. 04/01/2029-03/31/2030	\$1029.57
e. 04/01/2030-03/31/2031	\$1060.4611

In addition to the rental amounts specified above, Lessee shall pay to Lessor with each monthly rental payment the Washington State Leasehold Tax on the leased Premises, which tax is currently 12.84% of the monthly rental payment.

IN WITNESS WHEREOF, the Port has caused this instrument to be signed by its Chief Executive Officer, or other designee, by authority of the Commission of the Port of Camas Washougal, and this instrument has been signed and executed by Lessee, the day and year first above written.

SIGNATURES APPEAR ON FOLLOWING PAGE

EXHIBIT A

Graphic Description



EXHIBIT B
LICENSE TO USE RAILROAD SPUR TRACK

THE GRANTOR, the PORT OF CAMAS-WASHOUGAL, a municipal corporation organized and existing under the laws of the State of Washington (hereinafter called the “**Grantor**”), hereby grants to KIVA UNITED ENERGY, INC., a corporation organized under the laws of the State of Utah and licensed to engage in business in the State of Washington, (hereinafter called the **Licensee**”), a license to use the Grantor’s railroad spur track according to the following terms and conditions.

Section 1. DESCRIPTION OF SPUR TRACK. The spur track over which this License is granted is located in the Grantor’s Industrial Park in Washougal, Washington, and is connected to the lines of Burlington-Northern Railroad Company. The spur track lies immediately north of the real estate leased by Grantor to Licensee by Lease dated _____, 2024, hereinafter referred to as “the **Lease**,” The licensed portion of said spur track which is adjacent to the real estate described in the Lease is approximately four hundred (400) feet in length and is graphically depicted on **Exhibit A**, which is attached hereto and incorporated herein. In addition to the License to use the spur track which is adjacent to the real estate Premises described in the Lease, Grantor agrees that the Licensee shall have the right to use portions of the railroad spur track serving the Premises in common with others, provided, however, that Grantor reserves and shall have the right to control traffic on any portion of said spur track that is subject to joint use.

Section 2. TERM. The initial term of this License shall be from July 1 1, 2024 expiring on March 31, 2026, unless sooner terminated as provided in this License.

Section 3. CONSIDERATION. As consideration for the granting of this License, Licensee covenants and agrees to pay Grantor the sum of Two Hundred Dollars per month, payable in advance on the first day of each month during the License Agreement. In addition, the Licensee shall pay to Grantor with each monthly rental payment the Washington State Leasehold Tax, which tax is currently 12.84% of the monthly rental payment, for a combined total of \$225.68 per month.

Licensee agrees to pay a late charge, in an amount equal to seven percent (7%) of the monthly rental payment then due, with any rental or leasehold tax payment which is not received in full by Grantor by the tenth day of the month.

Section 4. MAINTENANCE, REPAIR AND IMPROVEMENTS. Grantor agrees, at its own cost and expense, to maintain the spur track, and to keep the same in good and usable condition and repair, during the term of this License agreement and any extension thereof.

Section 5. RULES AND REGULATIONS. Licensee's use of said railroad spur track shall be subject to all rules and regulations adopted and promulgated by Grantor.

Section 6. RELEASE AND INDEMNITY.

- A. Licensee agrees to pay the Grantor the full amount of loss or damage sustained by Grantor by reason of any damage to or destroying of property of Grantor resulting from Licensee's use of said railroad spur track.
- B. License further agrees to indemnify Grantor from all claims and demands which may be made against it by any person by reason of any loss, damage or injury growing out of or resulting from Licensee's use of the railroad spur track.
- C. Licensee does hereby release Grantor from all claims and demands, present or future, of every nature on account of injury to property of Licensee resulting from Licensee's use of said railroad spur track.
- D. The parties agree that this Section 6 is solely for the protection and benefit of Grantor and its successors and assigns. No other person shall be entitled to claim any benefit from the provisions of this Section.

Section 7. TERMINATION. In the event of any default, as described in Section 21 of the Lease shall have occurred, and shall not have been remedied, as provided by the Lease, or in the event that the Licensee fails to pay any installment of consideration for this License when the same shall be due and payable, as provided in Section 3 of this License, and such failure shall continue for a period of twenty (20) days after receipt by Licensee of notice in writing from the Grantor specifying in detail the nature of such failure; or in the event Licensee fails to perform any of the other covenants, provisions and agreements contained in this License, and such failure shall continue for a period of thirty (30) days after receipt by Licensee of notice in writing from Grantor, specifying in detail the nature of such failure, then Grantor may, at its option, terminate this License agreement in the manner provided in Section 21 of the Lease, with the

same effect, and affording Grantor the same remedies as provided in Section 21 of the Lease.

Notwithstanding anything to the contrary herein, Grantor agrees to maintain the spur track from the area immediately south of the real estate leased by Licensee under the Lease to the Burlington-Northern Railroad Company lines during the term of the Lease and any extensions thereof. This License Agreement may only be canceled upon termination of the Lease or as provided in this Section 7.

Section 8. OPTION TO EXTEND LICENSE. After the initial term described in Section 2, Licensee shall have the right to extend the terms of this License for one (1) period of five (5) years (2026-2031) on the following terms and conditions:

- A. No default is existing or continuing in the performance of any of the terms of this License.
- B. Each extended term shall be on the same terms and conditions as provided in this License, except as modified by this Section 8.
- C. Licensee shall have exercised the option to extend the Lease as set forth in Section 34 of the Lease.

As consideration during the option periods, Licensee shall pay to Grantor, in advance, a license payment plus Washington State Leasehold Tax (“LET”), which tax is currently 12.84% of the monthly rental payment, for a combined current projected total of \$229.00 per month, which amount may be adjusted in the event the LET rate changes.

IN WITNESS WHEREOF, the parties have executed this License to use railroad spur track, as of the ___ day of _____, 2024.

SIGNATURES APPEAR ON NEXT PAGE

Grantor:
PORT OF CAMAS-WASHOUGAL

By: _____
David Ripp
Its: Executive Director

Licensee:
KIVA ENERGY UNITED, INC.

By _____
Printed Name: _____
Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2024, before me personally appeared _____, known to me to be the Executive Director of the Port of Camas-Washougal, the corporation that executed the within and foregoing instrument, and acknowledged 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 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.

NOTARY PUBLIC in and for the State of
Washington, residing at _____,
My commission expires _____.

STATE OF _____)
) ss.
COUNTY OF _____)

On this ___ day of _____, 2024, before me personally appeared _____, known to me to be the President of Kiva Energy United, Inc., the corporation that executed the within and Foregoing instrument, and acknowledged 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 he/she was authorized to execute said instrument.

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

NOTARY PUBLIC in and for the State of
_____, residing at _____.
My commission expires _____.