

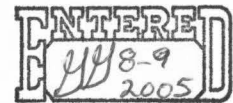
VCP, 256380, Bellingham  
aka Starvin Sams MiniMart 14  
VCP NW1487

TOSCO 6380  
Bellingham  
LUST 471259

Phase I Environmental Site Assessment  
Unocal Service Station 6380  
200 South 36th Street  
Bellingham, Washington

May 4, 1995

For  
Unocal CERT - Northern Region



May 4, 1995

Consulting Engineers  
and Geoscientists  
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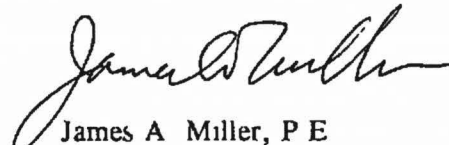
Attention Mr Leigh Carlson

We are submitting three copies of our Phase I Environmental Site Assessment of Unocal Service Station 6380, located at 200 South 36th Street in Bellingham, Washington. Our services were authorized by Mr Leigh Carlson on December 9, 1994.

Please contact us if you require additional information or an interpretation of the information presented in this report. We appreciate the opportunity to work with you.

Yours very truly,

GeoEngineers, Inc

  
James A. Miller, P.E.  
Principal

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Document ID 0161410 ESA

File No 0161-410-R04 Task 1 1

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**PHASE I ENVIRONMENTAL SITE ASSESSMENT  
UNOCAL SERVICE STATION 6380  
200 SOUTH 36TH STREET  
BELLINGHAM, WASHINGTON  
FOR  
UNOCAL**

**INTRODUCTION**

This report presents the results of GeoEngineers' Phase I ESA (environmental site assessment) of Unocal Service Station 6380, located at 200 South 36th Street in Bellingham, Washington. The site is shown relative to surrounding physical features in Figure 1. A site plan is shown in Figure 2. This ESA was performed at the request of Mr. Leigh Carlson of Unocal. Appendix A contains a list of the documented sources and references used during this Phase I ESA.

**SCOPE OF SERVICES**

The purpose of this Phase I ESA is to identify the presence or likely presence of hazardous substances, including petroleum products, that may have resulted in a release of hazardous substances into site structures, the site surface or subsurface. Our scope of services is in general accordance with the Phase I ESA scope identified in ASTM (American Society for Testing and Materials) Standard E 1527-93, Standard Practice for Phase I ESAs. Our specific scope of services for this Phase I ESA is as follows:

1. Review current USGS topographic map(s) covering the site area to identify the physical setting of the property.
2. Review Unocal records including maintenance records, real estate file information, as-built, construction and survey drawings and environmental file information and reports, which were compiled by PHR Environmental Consultants, Inc.
3. Obtain and review a property history report (title report) documenting recorded transactions involving the property for approximately the last 75 years.
4. Review readily available geotechnical or environmental reports for the subject site.
5. Review historical aerial photographs, fire insurance maps, USGS (United States Geological Survey) maps and city directories, as available and appropriate, to identify past development history on and adjacent to the site relative to the possible use, generation, storage, release or disposal of hazardous materials. We attempted to identify any uses of the site from the present to the time that records show no apparent development of the site.
6. Review federal, state and local environmental databases for listings of known or suspected environmental problems at the subject site or nearby properties. The specific databases and minimum search distances we reviewed are as follows:

<u>EPA (U S Environmental Protection Agency) Lists</u>	<u>Minimum Search Distance</u>
NPL (National Priorities List)	1 mile
CERCLIS (Comprehensive Environmental Response, Compensation and Liability Information System)	0.5 mile
RCRA (Resource Conservation and Recovery Act) List, TSD (treatment, storage and disposal) Facilities	1 mile
RCRA List, Generators and Transporters	Site and Adjoining Properties
ERNS (Emergency Response Notification System) List	Site

<u>Ecology (Washington State Department of Ecology) and Local Health Department Lists</u>	<u>Minimum Search Distance</u>
Toxics Cleanup Program Confirmed and Suspected Contaminated Sites List and MTCA Site Registers	1 mile
Registered UST (underground storage tank) Sites	Site and Adjoining Properties
Leaking UST Sites List	0.5 mile
Active and Abandoned Landfills or Solid Waste Disposal Facilities	0.5 mile

7. Review regulatory agency files regarding listed sites of potential environmental concern relative to the subject site
8. Conduct a visual reconnaissance of the site and adjacent properties to identify any visible signs of possible contamination and potential sources of contamination
9. Interview the service station owners to obtain information about the subject site
10. Interview a representative of the local fire department regarding history of the subject site and surrounding properties relative to the likely presence of hazardous substances
11. Review readily available building, plumbing, sewer and septic system permits, fire department permits and power company transformer records for the subject site and adjacent properties
12. Identify the source(s) of potable water for the site and the type of sewage disposal system used at the site from available information resources
13. Review water well records, hydrological and geological data and obtain well logs for private wells within a 1/2-mile radius of the site
14. Provide a written opinion regarding the potential environmental liabilities associated with the site based on the results of our assessment

Our scope of services did not include an environmental compliance audit, a survey of suspect ACMs (asbestos-containing materials) or an evaluation for the presence of PCBs (polychlorinated biphenyls) in electrical equipment, radon gas, lead-based paint or urea-formaldehyde insulation in the building. Specific contamination evaluation procedures, such as soil or ground water sampling and chemical analysis, and development of remedial action plans or costs, were not included in our scope of services.

## SITE CONDITIONS

### GENERAL

Unocal Service Station 6380 is located in a commercial/business zone in Bellingham, Washington, at the southwest corner of the intersection between South 36th Street and Byron Avenue (Figure 1). The ground surface at the site is relatively flat and is at an elevation of approximately 200 feet above mean sea level (USGS Bellingham South 7 5 minute quadrangle, 1978). The closest surface water body to the site is Padden Creek, approximately 1/4 mile southwest of the site. Bellingham Bay, located approximately 1-1/4 miles west of the site, is the largest surface water body in the area.

### GEOLOGIC AND HYDROGEOLOGIC CONDITIONS

Our review of available geologic maps indicates that native soil at the site probably consists of glaciomarine drift (silty clay) overlying bedrock. The site is topographically higher than properties to the west, south and east, indicating that there may be a significant amount of imported fill soil beneath the site. The soil type of any fill present beneath the site could be significantly different from the native soil.

Based on local topography, the direction of shallow ground water flow at the site is expected to be toward the southwest. We expect that ground water may be present at a depth of 10 to 15 feet below site grade.

## SITE RECONNAISSANCE

### SUBJECT SITE

A GeoEngineers geologist performed a visual reconnaissance of the site and surrounding properties on December 12, 1994. The site is bordered to the north by Byron Avenue, to the east by South 36th Street, and to the west and south by the Sehome Village Shopping Mall (formerly Bellingham Mall) parking areas. The general layout of the site is shown in Figure 2.

An operating Unocal service station consisting of a station building, two fuel service islands and a canopy is present at the site. The service station building includes two service bays. The remainder of the site is paved with concrete and asphalt, with the exception of landscaped slopes on the west and south sides of the site, as shown in Figure 2. Underground facilities at the site include two 12,000-gallon unleaded gasoline USTs, one 500-gallon waste oil UST, one 500-gallon heating oil UST and two hydraulic hoists. An elevated fill port that is connected by underground piping to the waste oil UST is located inside the service station building. An abandoned oil/water separator, formerly connected to the storm water drain, is located inside the building near the southern hoist. We were not able to inspect the abandoned oil/water separator because a car that was being repaired was blocking the area. According to the station owner, the abandoned oil/water separator was approximately 6 feet deep. The oil/water separator was sealed by filling it with gravel and concrete approximately 6 years ago.

We observed three 55-gallon drums near the southwest corner of the site. The drums contain used oil and antifreeze, which reportedly are removed from the site by recyclers. Used car batteries, which are also recycled, are stored in the same area of the site.

No significant surface staining was observed at the site. Small, limited areas of sheen were observed on the asphalt pavement at the site. Some asphalt patches were observed along the eastern side of the property. The patches reportedly are related to storm drain and water line repairs. An LPG (liquid propane gas) tank is located in the northeast corner of the site.

Site surface drainage is routed to the storm drain in 36th Street via a catch basin in the southeast portion of the site and two catch basins in 36th Street, east of the site. Runoff from the building roof and canopy is routed to the on-site storm drain, which drains to the storm drain in 36th Street.

### **ADJACENT PROPERTIES**

Land use in the site vicinity is light commercial/retail and residential. The Sehome Village Shopping Mall and its parking lots are located to the west and southwest of the site. A Denny's Restaurant is located west of the site across South 36th Street. A Burger King restaurant and Key Bank are located north of the site across Byron Avenue. An ARCO service station and a Texaco service station are located to the north of the Burger King and Key Bank.

## **SITE HISTORY**

### **PROPERTY HISTORY REPORT**

We reviewed a property history report prepared by PHR (PHR Environmental Consultants, Inc.) and provided by Unocal. The PHR report summarizes information available in Unocal's construction, real estate and environmental files for the site. Based on the PHR report, we understand that Unocal leases the site from Peter, Agnes, Alson, Anna and Charles Claus, and subleases the service station facilities to Robert Putich.

The PHR report indicates that the site was first developed and operated by American Oil. The American Oil facilities in 1971 consisted of a service station building with two service bays, two 5,000-gallon USTs, one 8,000-gallon UST, one 500-gallon waste oil UST and two service islands (Figure 3). Unocal's as-built drawing dated April 4, 1972 (immediately after the facilities had been assumed from American Oil) shows one 8,000- and two 5,000-gallon gasoline USTs northwest of the service station building, two service islands to the east of the building, one proposed future service island to the north of the building, two smaller USTs (probably heating oil and waste oil) immediately west of the building, and a "TCA" located west of the building. The "TCA" apparently is connected to the sanitary sewer. During our site visit we observed that the "TCA" is an RV sewage dump.

Based on PHR's report, the product piping was replaced with fiberglass product lines in 1981, and the fuel USTs were replaced with two 12,000-gallon fiberglass USTs in 1984. The new fuel USTs were installed in the same location as the former USTs. In 1983, the hoist in one

of the service bays was replaced because it had an air leak. In 1985, the hydraulic hoist in the other service bay was replaced because it had an oil leak. The latter hoist was reported to have leaked approximately 20 gallons of hydraulic oil a week for an unstated period of time before it was replaced. Tank tightness testing was completed at the site in 1989 and 1991, the results currently are unknown.

Unocal's historical site plans for the facility indicate that the area immediately to the west of the building (currently paved with asphalt) originally may have been paved with gravel. It is not known, based on Unocal's records, when this area was paved with asphalt.

PHR's report for Unocal Service Station 6380 is included as Appendix B.

#### **ENVIRONMENTAL OR GEOTECHNICAL REPORTS**

We understand based on conversations with Mr. Leigh Carlson of Unocal that no previous environmental or geotechnical reports are available for the subject site.

#### **TITLE REPORT**

We reviewed a title report (property history report) for the subject site, prepared by Whatcom Land Title Company, Inc. dated March 13, 1995. The title report includes recorded deeds, real estate contracts, leases and/or associated memoranda from May 14, 1919 through August 15, 1990. The title report is included in Appendix C. The following is a summary of the recorded transactions.

### Summary of Title History Information

Date Recorded	Type of Document	First Party	Second Party	Comments
May 14, 1919	Quit Claim Deed	T W Gillette	H L Dickinson	Use of property not specified in document
September 28, 1931	County Deed	Edith M Thornton, County Treasurer	W M Whitworth	Use of property not specified in document
September 15, 1943	Warranty Deed	William Whitworth	C W Sheffer, et al	Use of property not specified in document
November 14, 1950	Statutory Warranty Deed	C W Sheffer, et al	Bellingham Floral and Nursery Co , Inc	Use of property not specified in document
March 16, 1957	Quit Claim Deed	Peter Claus, et al	Charles Claus	1/5 interest in property Use of property not specified in document
March 18, 1957	Quit Claim Deed	Peter Claus	Glenn Claus and Carol Claus	1/5 interest in property Use of property not specified in document
December 6, 1957	Deed	Melvin Claus and Joan Claus	Glenn Claus, et al	Use of property not specified in document
February 1, 1962	Quit Claim Deed	Glenn Claus and Carol Claus	Peter Claus, et al	Use of property not specified in document
May 16, 1967	Lease	Peter Claus, et al	The American Oil Company	Use of property not specified in document
August 15, 1990	Quit Claim Deed	Agnes Claus	Agnes Claus and Charles Claus	Use of property not specified in document

### AERIAL PHOTOGRAPHS

We reviewed historical aerial photographs of the site and surrounding area dated 1950, 1969, 1975, 1981, 1988 and 1992 at the office of Walker and Associates, Inc of Tukwila, Washington. In the 1950 photograph, the site is an open field with a large building present. Land use on adjacent properties in the 1950 photograph is largely agricultural, several houses are located in the site vicinity. The surrounding areas to the northeast, northwest and southeast are forested. The freeway (present-day Interstate 5) is not present east of the site in the 1950 photograph.

A service station is present on the site in the 1969 photograph. A service station building and a service island east of the building are visible. A feature that appears to be a concrete pad is visible northwest of the building. Land use on adjacent properties appears to be mixed residential, light business/commercial and agricultural. A large building, probably the precursor to the later shopping mall building, is present to the southwest of the site. Parking areas are present between the large building and the subject site. Small buildings, possibly residences, are

visible north of the site across Byron Avenue. A facility that appears to be a service station is present to the northeast of the site, across Byron Avenue and Samish Way. An undeveloped lot or field is present on the northeast corner of Byron Avenue and Samish Way, northeast of the site. The street configuration east of the site appears similar to the present-day configuration. A building, currently occupied by Denny's Restaurant, is visible east of the site across 36th Street.

The site is developed with a service station in the 1975, 1981, 1988 and 1992 photographs. One service island east of the service station building is visible in the 1975 and 1981 photographs. A small structure is visible south of the building in the 1988 and 1992 photographs. A concrete pad is visible northwest of the building in the 1988 and 1992 photographs.

Adjacent properties in the 1975, 1981, 1988 and 1992 photographs appear to be largely business/commercial. Additional buildings were constructed in the shopping complex to the southwest of the site sometime between 1969 and 1975. The same shopping mall buildings that appear in the 1975 photograph are present in the 1981 and 1988 photographs. New shopping mall buildings, replacing many of the old buildings, are visible in the 1992 photograph. Parking areas separate the shopping mall from the subject site in all of the photographs we reviewed. A small structure to the west of the subject site, across a small parking area, is visible in the 1975 and 1981 photographs.

Adjacent and nearby properties of potential concern that are visible in the 1975 through 1992 photographs include two service stations northeast of the subject site, across Byron Avenue and Samish Way, and possibly one service station northwest of the subject site, across Byron Avenue. An increase in business/commercial development in the site vicinity occurred between 1975 and 1981. Features in the 1985 through 1992 photographs appear similar to present-day features.

## **CITY DIRECTORIES**

We reviewed historical Polk city directories for the city of Bellingham dated 1940, 1945, 1950, 1955, 1960, 1965, 1968, 1970, 1972, 1975, 1980, 1985, 1989-90 and 1993. Samish Way is not listed in the 1940 directory. The site address and adjacent addresses are not listed in the 1960 directory. The site address also is not listed in the 1965 directory.

We reviewed the directories for occupants listed at the site address and nearby addresses. The site address changed between 1945 and 1968. The site address in the past had been 201 36th Street or 200 Samish Highway until at the latest 1968. The 1968 through 1993 Polk directories that we reviewed list the site at 200 36th Street. Bellingham Floral & Nursery is listed at the site address in the 1945, 1950 and 1955 directories. The 1968 directory is the first year directory in which a service station is listed at the site address. The 1968 through 1972 directories we reviewed list American Service Station at the site address. The 1975 through 1993 directories we reviewed list Don's Union Service Seventy-Six (1975) and Samish Way Union (1980 through 1993) at the site address. Businesses of potential environmental concern, based on our review

of the directories, located within one block of the subject site are listed in Table 1 and their approximate locations are shown in Figure 4

We did not attempt to resolve any inconsistencies that occurred within and between directories. Our directory review did not indicate any heavy industrial facilities on the site or adjacent properties.

### **HISTORICAL MAPS**

We reviewed Sanborn fire insurance maps covering the city of Bellingham dated 1904 and 1913 and a revised map dated 1950. The subject site and surrounding area are not included in these maps.

We reviewed a Kroll map dated 1987 of the site area. The map shows that a service station occupied the subject site and that a service station also was present approximately 200 feet north of the subject site, across Byron Avenue. The map does not show other details of potential environmental concern. The layout of the site and adjacent features in the 1987 Kroll map appears similar to the present-day layout.

## **REGULATORY REVIEW**

### **EPA LISTS**

We reviewed EPA lists for information on properties with environmental concerns located within the minimum search distances identified in the "Scope of Services" section of this report. The listed sites identified within the specified search distances are assigned identification numbers, which are keyed to their respective description in Table 2 and approximate location in Figure 1. We did not attempt to resolve any inconsistencies that may have occurred within and between lists. The following is a summary of the lists reviewed and their contents:

- NPL list dated August 22, 1994. This list includes sites that have been officially designated as priority cleanup sites. No listed NPL sites are within 1 mile of the subject site.
- CERCLIS list dated December 1, 1994. This list includes sites where hazardous substances are known or suspected to have been released and where assessment and remediation under EPA's CERCLA program may be in progress. No listed CERCLIS sites are within 1/2 mile of the subject site.
- RCRA Notification System dated December 7, 1994. This list identifies facilities that are classified by the EPA as hazardous waste generators or transporters or as TSD (treatment, storage or disposal) facilities. A facility appearing on this list does not imply that releases of hazardous materials have occurred at the facility. One listed RCRA TSD facility is located approximately 1 mile from the subject site:  
7. Georgia Pacific Corp Bellingham Ops, 300 W Laurel St  
No listed RCRA generators or transporters are adjacent to the subject site. The site is not listed in the RCRA database.

- ERNS (Emergency Response Notification System) database dated October 1990 through April 1994. The ERNS database contains a listing of releases of oil and hazardous substances reported to various federal agencies since October 1990. The site address is not listed in the ERNS database.

## ECOLOGY AND HEALTH DEPARTMENT LISTS

We reviewed Ecology and Health Department lists for information on properties with environmental concerns located within the minimum search distances identified in the "Scope of Services" section of this report. The listed sites identified within the specified search distances are assigned identification numbers, which are keyed to their respective description in Table 2 and approximate location in Figure 1. We did not attempt to resolve any inconsistencies that may have occurred within and between lists. The following is a summary of the lists reviewed and their contents:

- Toxics Cleanup Program C&SCS (Confirmed and Suspected Contaminated Sites) List dated November 7, 1994. The C&SCS list identifies potentially contaminated sites for which Ecology has conducted an initial investigation. If the investigation showed that further action is needed, the site appears on this list. Three listed sites are within 1 mile of the subject site.
  5. Sunshine Cleaners (Former), S/Coll Pkwy W /36th N /Fielding
  7. Georgia Pacific Corporation, 300 W Laurel
  8. Bellingham National Bank, 863 N State St
- MTCA Site Registers dated October 25 through December 6, 1994. The Site Register also identifies potentially contaminated sites recently brought to the attention of Ecology. One listed site is within 1 mile of the subject site.
  6. Texaco Station #004424, 310 Lakeway Dr
- Registered UST Sites List dated March 21, 1994 of USTs registered with Ecology. The subject site is listed on the UST list. Three other listed sites are nearby but not adjacent.
  1. ARCO 6199, 125 Samish Way
  2. Samish Way Texaco, 130 Samish Way
  4. Bellingham Mall, Salish [Samish] Way
- Leaking UST Sites List dated October 3, 1994 of leaking USTs reported to Ecology. Three listed leaking UST sites are within 1/2 mile of the subject site.
  1. ARCO 6199, 125 Samish Way
  3. Samish Way Chevron, 100 Samish Way
  4. Bellingham Mall, Salish [Samish] Way

- Excerpt from Associated General Contractors of Washington Water Quality Manual dated 1990 and Solid Waste Landfills of Record, Whatcom County, WA, undated One closed private landfill is listed as being in Bellingham but no address is given Consequently, we were unable to locate the landfill.

## **ECOLOGY FILES**

We requested Ecology files for the following sites that appeared in EPA or Ecology lists  
Site. Unocal 6380

1. ARCO 6199
2. Samish Way Texaco
3. Samish Way Chevron
4. Bellingham Mall
5. Former Sunshine Cleaners

No files were available for the subject site and Samish Way Texaco Copies of pertinent Ecology file information that we reviewed are on file at GeoEngineers' Redmond office The following subsections summarize the contents of the files we reviewed The site numbers given in the following subsections are keyed to their respective description in Table 2 and approximate location in Figure 1

### **ARCO Station 6199 (Site 1)**

The Ecology file for ARCO Station 6199 contained several documents, including reports titled "Environmental Investigation, ARCO Service Station" dated September 10, 1992, "Environmental Assessment, Underground Storage Tank Upgrade" dated March 23, 1993, "Supplemental Environmental Investigation" dated August 3, 1993 and "Quarterly Monitoring Report - March 22, 1994" dated May 24, 1994 The file also contained a "Notification of Dangerous Waste Activities" form dated April 8, 1991 and an "Underground Storage Tank Unauthorized Release (Leak)/Contamination Site Report" form dated March 18, 1993

According to information in the reports, borings were drilled between March 1991 and July 1992 in the areas of the former USTs (prior to removal) and future USTs and other select locations on site Monitoring wells were installed in six borings TPH as gasoline and/or BETX (benzene, ethylbenzene, toluene and xylenes) compounds were detected at concentrations greater than the MTCA Method A cleanup levels in soil samples from several of the borings and in ground water samples from several of the monitoring wells TPH as gasoline has been detected in ground water samples from the wells at the ARCO site at concentrations up to 230,000  $\mu\text{g/l}$  (micrograms per liter) BETX compounds have been detected in ground water samples from the wells at concentrations up to 48,000  $\mu\text{g/l}$  Depths to ground water at the site have ranged from approximately 6.5 to 11.8 feet below ground surface Ground water flow direction at the ARCO site in July 1992 was to the southwest Ground water monitoring at the ARCO site is ongoing

### **Samish Way Chevron (Site 3)**

Several documents were in the Ecology file for the Samish Way Chevron (Chevron Station #9-4948), including reports titled "Underground Storage Tank Closure Assessment" dated October 7, 1992 and "Groundwater Monitoring Report, October Through December 1992" dated January 7, 1993. Also in the file was an Ecology "Underground Storage Tank Notice of Confirmed Release form" dated November 16, 1992.

Four ground water monitoring wells were installed at the site of the Chevron station in February and March 1992. Three gasoline USTs and one heating oil and one waste oil UST were removed from the site in June 1992. Petroleum-contaminated soil removed from the excavations was disposed of at a Chevron bulk remediation terminal. Depths to ground water at the site in October 1992 ranged from 10.25 to 17.13 feet below grade. Ground water flow direction beneath the site in October 1992 was to the northeast. Analytical results for ground water samples obtained from the on-site wells indicated that contaminant concentrations were all less than the MTCA Method A ground water cleanup levels. The Chevron file also contained a letter from Ecology to Chevron dated November 20, 1992 stating that "the site has been given a 'completed' cleanup status."

### **Bellingham Mall (Site 4)**

The Ecology file for the Bellingham Mall (now Sehome Village Shopping Mall) contained a letter from Ecology to the city of Bellingham Public Works dated February 15, 1991 and a report titled "Underground Storage Tank Removal Summary Report" dated July 15, 1991. In the letter from Ecology, one-time permission was granted to RZA AGRA, the Bellingham Mall's consultant, to discharge ground water to the Bellingham sanitary sewer from the Bellingham Mall. RZA AGRA had previously conducted a ground water study at the mall and identified extremely low concentrations of 1,2-transdichloroethene. It was speculated that the 1,2-transdichloroethene may have resulted from past dry cleaning operations nearby.

Information in the report indicated that a 350-gallon steel UST was removed in June 1991. The UST was reported to have possibly been used to store waste oil. The UST was located at the southeast corner of the intersection of College Parkway and 34th Street, approximately 350 feet west of the subject site. Contaminated soil was encountered in the UST excavation and all contaminated soil was removed from the site and disposed of at Olympic View Landfill in Kitsap County, according to the report.

### **Former Sunshine Cleaners (Site 5)**

Several documents were contained in the Ecology files for the former Sunshine Cleaners. The documents included a preliminary work plan dated May 1990 and a "Summary Report of Remedial Action" dated November 1992. Information in the documents indicated that chlorinated solvents were found in the subsurface in the vicinity of the dry cleaners. Eight monitoring wells were installed between September and December 1989. Six of the wells were installed at the site of the dry cleaners. One of the wells was installed at the northeast corner of the subject site.

This well was later abandoned because contaminants were not detected in ground water samples from the well

Eleven borings were drilled at the site and vicinity of the former dry cleaners between May 1990 and February 1992. Three of the borings were completed as monitoring wells. Chlorinated compound-related contamination was found to be primarily localized on site, based on chemical analytical results for soil and ground water samples from the borings/monitoring wells. Approximately 100 cubic yards of soil were excavated from the site and land farmed in an area in the southern portion of the mall. The remediated soil was used to fill planter boxes during renovation of the mall.

Following mall renovation, which appears to have taken place in the early 1990s, vaults and a piping and treatment pad were installed west of the former dry cleaners and four monitoring wells were installed, three of which were for possible use as ground water recovery wells. Two aquifer pumping tests were completed on monitoring well MW-10, located near the eastern site border. Also, ground water samples from MW-10 were chemically analyzed, vinyl chloride and trichloroethene were detected at concentrations greater than the MTCA cleanup levels. The report states that chlorinated hydrocarbon-contaminated soil has been removed to "practicable limits" and "it is our opinion that affected ground water is limited laterally to the vicinity of the driveway located to the west of the former facility." RZA AGRA recommended implementing a pump-and-treat system. No further information about remediation was available in the file.

## INTERVIEWS

### STATION OWNERS

We interviewed the station owners, Mr. Robert and Mrs. Kim Putich, on December 12, 1994. Mr. and Mrs. Putich indicated that they have been the station owner since February 1986 but that they are not the property owner. Mr. Putich worked at the station before he owned it and is familiar with at least the past 18 years of the station's history.

Mrs. Putich indicated that the site originally was a flower shop and residence. She stated that the site was purchased by American Oil Company in around 1965 and was operated as an Amoco station until 1970, after which it was operated as a Unocal station. Mr. and Mrs. Putich indicated the gasoline USTs were replaced around 1983 and that there presently are two 12,000-gallon unleaded gasoline USTs, one 500-gallon waste oil UST and one 500-gallon heating oil UST. They stated that the gasoline USTs are fiberglass. Mr. Putich believes that the heating oil and waste oil USTs are steel because they were not replaced, to the best of his knowledge. All four USTs passed a tightness test in July 1993.

Mr. Putich knew of one gasoline spill of approximately 100 gallons in the mid-1970s, but knows of no other spills or leaks. Mr. and Mrs. Putich indicated that the two hydraulic hoists were replaced in 1987. The hoists have leaked but have been repaired. According to Mrs. Putich, the oil/water separator at the site was approximately 6 feet deep. It was filled and sealed with gravel and concrete approximately 6 years ago.

Mrs. Putich stated that biodegradable soap is used to clean the floors. She did not know of the use of solvents to clean the floors. Used oil, antifreeze, freon, batteries and tires are removed from the site by recyclers. Used antifreeze and some oil are temporarily stored in 55-gallon drums near the southwest corner of the site. Used car batteries also are stored in the same area.

#### **FIRE DEPARTMENT**

Ms. Jan Fuchs of the Bellingham Fire Department stated that the Fire Department's records show that two USTs were removed from the ARCO service station at 125 Samish Way in December 1987 and five USTs were removed from the Chevron service station at 100 Samish Way in June 1992. The Fire Department's records also showed that a vehicle at the subject site leaked three quarts of oil from its oil pan on January 18, 1994. A spill of less than one gallon of gasoline from overfilling by a customer was reported at the ARCO site at 125 Samish Way on August 10, 1994. Ms. Fuchs stated that there were no other readily available records related to hazardous wastes at the site or vicinity.

#### **OTHER INFORMATION**

##### **BUILDING PLANS AND PERMITS**

We researched building plan and permit information on file at the city of Bellingham Building Department and the Bellingham Fire Department for the site address and addresses of adjacent properties. The results of our research are summarized below.

Building plans dated 1967 for the site address show that the site was occupied by American Oil. One 8,000-, two 5,000- and one 550-gallon USTs are shown in the 1967 plan. Building plans dated 1972 for the site address show two 12,000- and two 550-gallon USTs at the site. A permit was issued by the fire department for a UST (no date given). A permit was issued by the fire department in 1984 for two 12,000-gallon USTs. No other plan or permit information was available for the site address.

The city of Bellingham Building Department records contained building plan information for the following adjacent properties:

- Photofinishing booth (possibly King-Size Photo) located at the 200 block of 36th Street
- Payless store (remodel) located at 220 South 36th Street
- Haggens Supermarket and additions of Starbuck's and Seafirst Bank in Haggens
- Denny's located at Byron and 36th Street
- Bellingham Auto Stop located at the northeast corner of Byron and Samish (zoning, setback information)

No information pertaining to the handling or storage of hazardous substances was on file for the adjacent sites.

## POTABLE WATER, SANITARY SEWER AND STORM SEWER

We spoke with representatives of the city of Bellingham Public Works Department to obtain information about the site. Potable water for the site is supplied by the city of Bellingham, which receives its water from Lake Whatcom. The 8-inch-diameter concrete sewer line at the intersection of 36th Street and Byron Avenue was installed in 1960. A permit for hookup to the sewer system for the site was issued in August 1960. There have been no reports of environmental problems associated with the sanitary sewer system, according to the Public Works Department representative.

During our site reconnaissance, we observed that site surface drainage is routed to the storm drain in 36th Street via a catch basin in the southeast portion of the site and two catch basins in 36th Street, east of the site. Runoff from the building roof and canopy is routed to the on-site storm drain, which drains to the storm drain in 36th Street.

## WATER WELL SEARCH

We obtained well logs from Ecology for water wells and monitoring wells located within 1/2 mile of the site. One water well (identified as well 6 in Figure 5), owned by Fred and Gloria Rhoades, is located approximately 2,200 feet east of the site. The well is wood-lined and presently is the only source of domestic water for this site. The depth of the completed well is 7 feet below ground surface. No other water wells are located within 1/2 mile of the site, based on well log information obtained from Ecology.

Twenty-five monitoring wells, 14 of which have been abandoned, are located within 1/2 mile of the site. The 25 monitoring wells are located at five sites, four of which are listed in EPA or Ecology databases.

<u>Owner</u>	<u>Location of Monitoring Wells</u>	<u>Number of Wells</u>
1. Bellingham Mall	*	5
2. ARCO	125 Samish Way	3
3. Payless	*	10
4. Chevron	*	6
5. Sunrise [Sunshine] Dry Cleaners	*	1

\*Street address not given in the well logs. Locations are inferred by township, range and section given in the well logs.

The approximate locations of the water well and monitoring wells are shown in Figure 5. Copies of the well logs are included in Appendix D.

## TRANSFORMERS

We observed one pole-mounted transformer at the eastern border of the site during our site reconnaissance. According to Mr. Pat Rochelle of Puget Sound Power & Light Company, the transformer was tested on March 12, 1988 and was found to contain 2.26 ppm (parts per million) PCBs (polychlorinated biphenyls). He indicated that at the time of the testing, the transformer oil was replaced with non-PCB-containing oil. Mr. Rochelle further indicated that there are no records of leaks or other incidents related to this transformer. No other transformers were observed on the site or adjacent sites.

## CONCLUSIONS AND RECOMMENDATIONS

Based on our evaluation of the data summarized in this report, we believe there is a high probability that soil and ground water beneath the site may be contaminated by petroleum hydrocarbons. The site has operated as a service station for nearly 30 years. In our experience, petroleum-related soil and/or ground water contamination is present at nearly all service station sites.

We have identified six operating or former service station sites within one block of the subject site. Five of these sites probably are upgradient of the subject site. High concentrations of petroleum-related contaminants have been documented in ground water at one of the five potentially upgradient sites, Samish Way ARCO, approximately 400 feet northeast of the subject site.

In our opinion, there is a possibility that the subject site may be impacted by chlorinated solvents originating from the former Sunshine Cleaners to the west of the site. There also is a slight possibility of residual agricultural chemical-related soil and/or ground water contamination beneath the site, remaining from pre-1950 agricultural land use.

We recommend that if Unocal plans to terminate their site lease or wishes to purchase the site, a Phase II site assessment be completed, including sampling to evaluate soil and ground water beneath the site for the presence of petroleum-related contaminants. In addition, we recommend that if soil and ground water sampling is completed, ground water samples also should be tested for chlorinated solvents. We recommend against testing of soil and ground water samples for agricultural chemicals because the presence of such chemicals predate Unocal operations and because Unocal does not own the property.

## LIMITATIONS

This Phase I ESA report has been prepared for use by Unocal CERT - Northern Region. This report may be made available to the site owner, prospective lenders and to regulatory agencies. The report is not intended for use by others and the information contained herein is not applicable to other sites.

The information presented in this report is based on the above-described research and a single recent site visit. GeoEngineers has relied upon information provided by others in our

description of historical conditions. The available data do not provide definitive information with regard to all past uses, operations or incidents at the site. There is always a potential that areas with contamination that were not identified during this Phase I ESA exist at the site. Further evaluation of such potential would require additional subsurface exploration, sampling and testing.

Our interpretation of shallow ground water flow direction is based solely on surface topography. The actual direction of ground water flow may be different from the direction discussed in this report. Ground water monitoring would be required to evaluate the actual direction of ground water flow at the site.

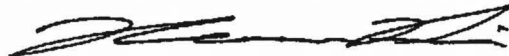
Within the limitations of scope, schedule and budget, our services have been executed in accordance with generally accepted environmental science practices for ESAs in this area at the time this report was prepared. No warranty or other conditions, express or implied, should be understood.

————— ◀ ◊ ▶ —————

We appreciate this opportunity to be of service to you. Please call if you have questions regarding this report.

Respectfully submitted,

GeoEngineers, Inc



Norman L. Puri, P.E.  
Environmental Engineer



James A. Miller, P.E.  
Principal

NLP LYC JAM cms  
Document ID 0161410 ESA

**TABLE 1  
POTENTIAL PETROLEUM SOURCES  
WITHIN ONE CITY BLOCK OF UNOCAL SERVICE STATION 6380**

Location Number <sup>1</sup>	Name	Street Address	Approximate Years of Operation
1	Bellingham Floral and Nursery Co American Oil Service Station Unocal Service Station	200 S 36th St	? - 1950 1968 - 1972 1972 - Present
2	Samish Way ARCO	125 Samish Way S	1975 - Present
3	Samish Way Texaco	130 Samish Way S	1965 - Present
4	Samish Way Mobil	140 Samish Way S	1972 - 1980
5	Samish Way Shell	141 Samish Way S	1970 - 1980
6	Abbott's Service Station	146 Samish Way S	1955
7	Johnson Motor Service/Service Station	218 - 36th St S	1945 - 1955

Note <sup>1</sup>Approximate locations are shown in Figure 4

Document ID 161410-TWK1

**TABLE 2**  
**SUMMARY OF SITES ON EPA AND/OR ECOLOGY LISTS<sup>1</sup>**  
**UNOCAL SERVICE STATION 6380**

Location ID <sup>2</sup>	Site Name	Approximate Distance from Site	Site Address	Source List
Site	Unocal 6380	Site	200 36th Street	UST
1	ARCO 6199	500 feet northeast	125 Samish Way	UST, LUST
2	Samish Way Texaco	300 feet north	130 Samish Way	UST
3	Samish Way Chevron	650 feet north	100 Samish Way	LUST
4	Bellingham Mall	350 feet southwest	Samish Way	UST, LUST
5	Sunshine Cleaners (former)	850 feet southwest	College Pkwy W /36th Street/Fielding	C&SCS
6	Texaco Station #004424	4,000 feet north	310 Lakeway Dr	Site Register
7	Georgia Pacific Corporation	5,100 feet northwest	300 W Laurel	RCRA TSD, C&SCS
8	Bellingham National Bank	5,100 feet northwest	863 N State St	C&SCS

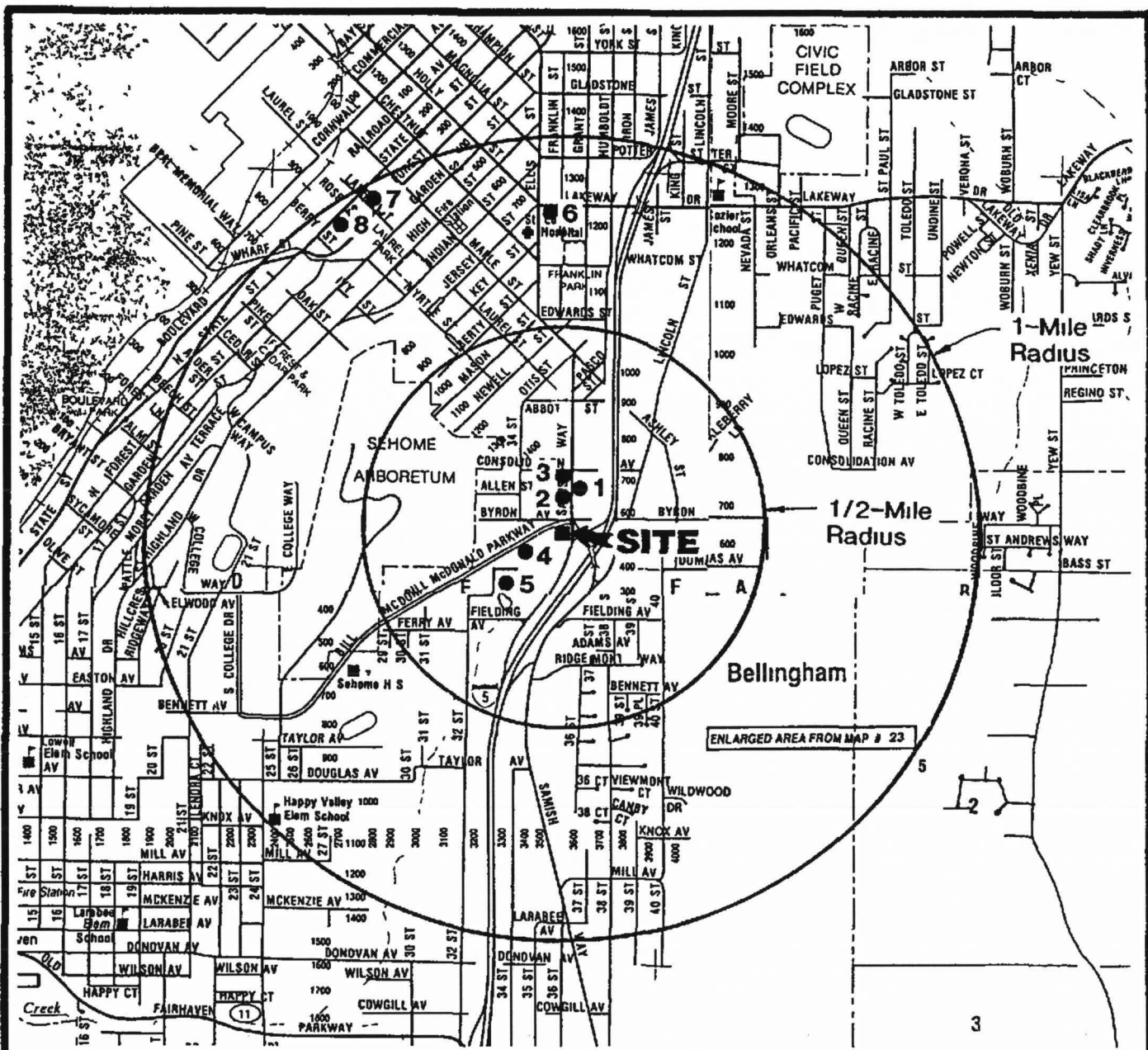
**Notes**

<sup>1</sup>Data based on information from EPA and Ecology lists (see text for the dates of the lists)

<sup>2</sup>The location ID numbers correspond to the numbers shown in Figure 1

UST = Ecology list of registered underground storage tanks, LUST = Ecology list of leaking underground storage tanks, C&SCS = Ecology list of confirmed and suspected and contaminated sites, RCRA TSD = EPA Resource Conservation and Recovery Act list of treatment, storage and disposal facilities

2161 410 ROAD LYC DOW BDH 1/23/95



**EXPLANATION**

1 ● EPA- OR ECOLOGY-LISTED SITE

Notes 1 The locations of the listed sites shown are approximate  
 2 The site identification numbers are keyed to the site numbers given in Table 2



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**VICINITY MAP AND EPA- AND ECOLOGY-LISTED SITES**

**FIGURE 1**

aped Slope -

Top of Slope

550-Gallon Heating and Waste Oil USTs

12,000-Gallon Gasoline USTs

Service Station Building

aulic  
ts

Product Lines

Service Islands

Property Line

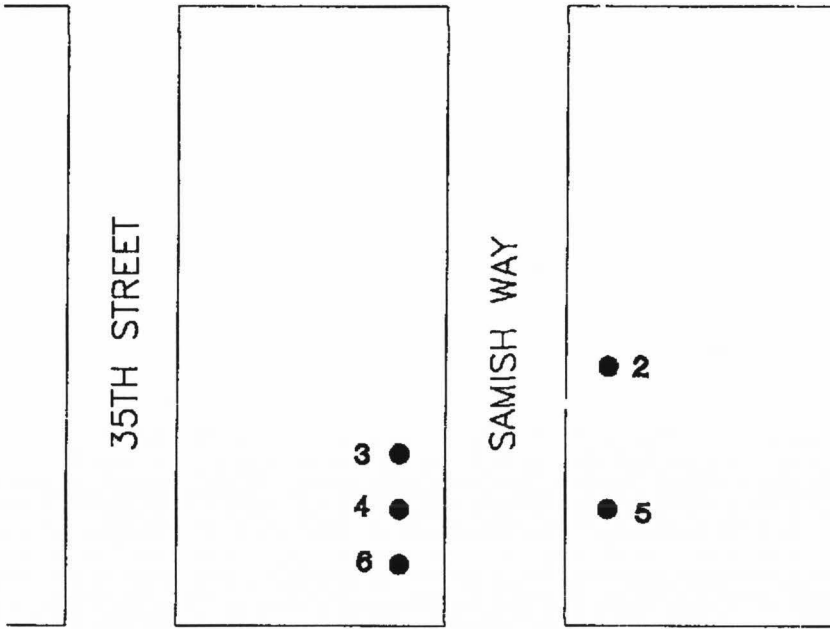
BYRON AVENUE

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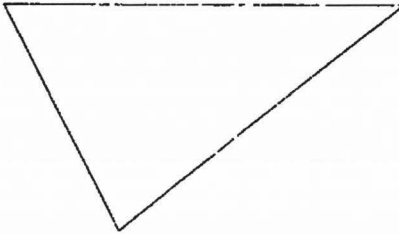
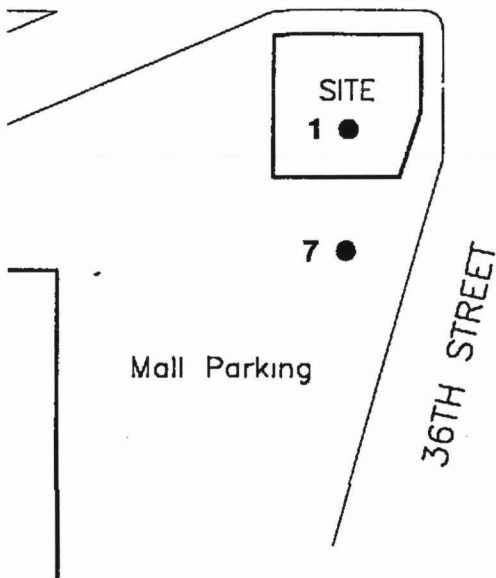
36TH STREET

t,"

CONSOLIDATION AVENUE



BYRON AVENUE

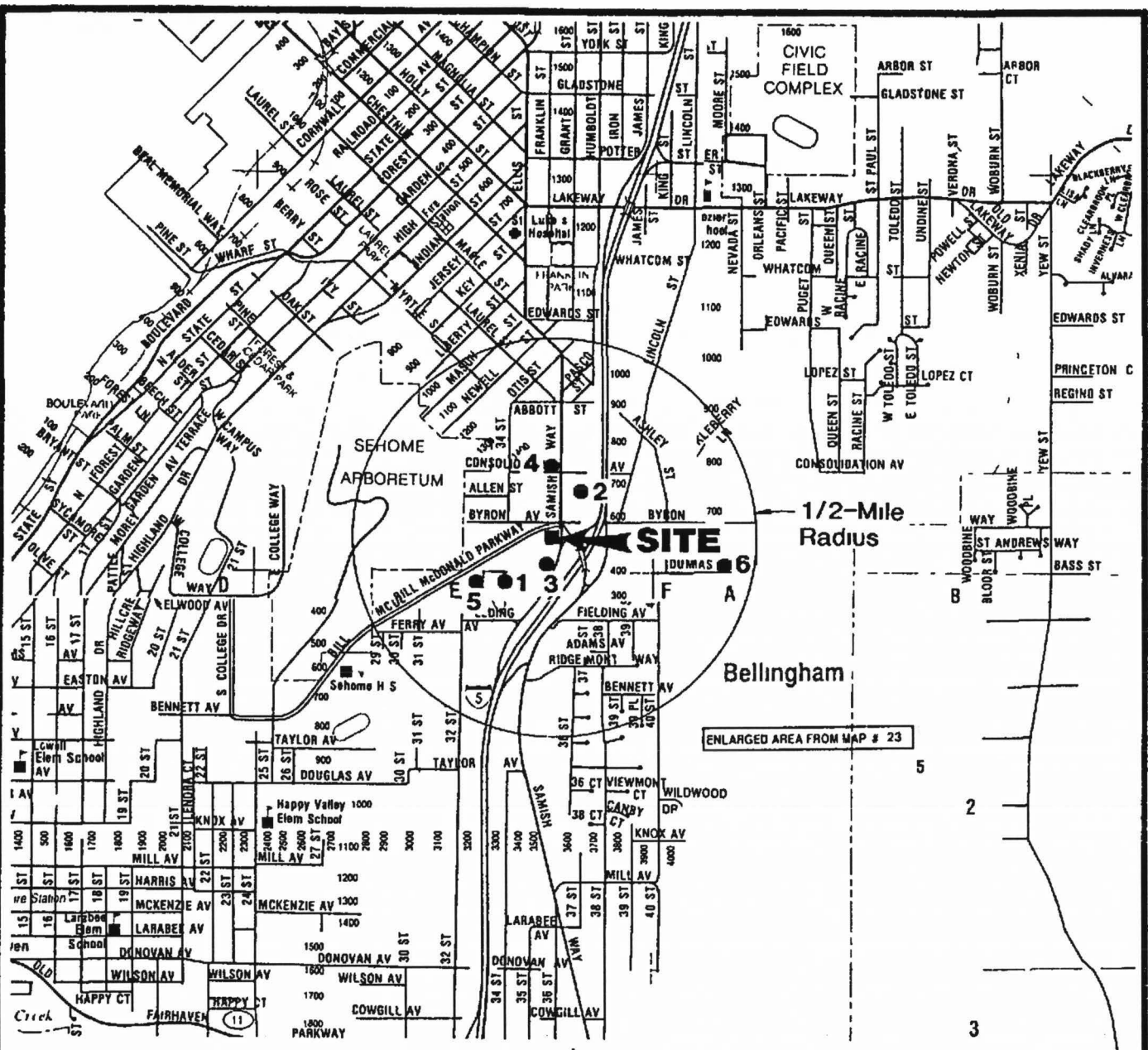


EXPLANATIO

1 ●

Notes 1 TI  
 2 TI  
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 3 TI  
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0161 410 R10 LYC BSH 5/2/93



**EXPLANATION**

1 ● MONITORING WELL(S) OR WATER WELL

Notes 1 The locations of the sites shown are approximate  
 2 The well sites are described in the text of the report



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**MONITORING WELLS AND WATER WELLS  
 WITHIN 1/2 MILE OF SITE**

**FIGURE 5**

APPENDIX A

## **APPENDIX A**

### **REFERENCES**

#### **PUBLISHED REFERENCES**

USGS 7 5 minute series topographic map "Bellingham South, Washington" quadrangle, dated 1954, photorevised 1972

Totem Atlas of Island, Skagit, Whatcom and San Juan Counties, pages 28 and 29

EPA's NPL dated August 22, 1994

EPA's CERCLIS dated December 1, 1994

EPA's RCRA Notification System dated December 7, 1994

EPA's ERNS, October 1990 through April 1994

Ecology's Registered UST list dated March 21, 1994

Ecology' Leaking UST sites list dated October 3, 1994

Ecology's Toxics Cleanup Program, Confirmed and Suspected Contaminated Sites list dated November 7, 1994

Ecology's Site Registers dated October 25, 1994 through December 6, 1994

#### **OTHER REFERENCES**

Aerial photographs provided by Walker and Associates dated 1950, 1969, 1975, 1981, 1988 and 1992

Sanborn fire insurance maps dated 1904 and 1913, revised map dated 1950

Kroll map dated 1987

Polk Bellingham directories dated 1940, 1945, 1950, 1955, 1960, 1965, 1968, 1970, 1972, 1975, 1980, 1985, 1989-90 and 1993

**APPENDIX B**



PHR  
ENVIRONMENTAL  
CONSULTANTS, INC

**MEMORANDUM**

**DATE:** December 14, 1994  
**TO:** Leigh Carlson, Environmental Engineer, Unocal, Seattle  
**FROM:** Carol Noland, Project Manager  
**SUBJECT:** Service Station 6380 Corporate Records Search Report with Appended Documents

RECEIVED  
 DEC 19 1994  
 ENVIRONMENTAL ENG  
 GeoEngineers  
 DEC 19 1994  
 Routing  
 File

**Research Methodology and Sources**

The purpose of this investigation was to research tank, real estate, and environmental documents retained in Unocal's offices and use these to prepare a brief history of Unocal Service Station No 6380, 200 South 36th Street, Bellingham, Washington. PHR researched documents contained in Unocal's Property and "130-L" files, located at Unocal Corporation headquarters, Los Angeles, California, as well as archived maintenance and construction files housed in San Ramon, California. Selected records were retrieved and analyzed, and the brief station history report below was prepared from these data. Copies of pertinent documents have been appended to the report.

**Station History**

Peter and Agnes Claus, Alson and Anne Claus, and Charles Claus, each 1/3 owners in the subject site, leased the property, measuring 21,000 square feet, to the American Oil Company in March 1967 for the construction and operation of a gasoline service station. According to a March 1971 Equipment Rider from American to its station dealer, Donald A. Barnhart, the station was equipped with two 5,000-gallon USTs, one 8,000-gallon UST, and one 500-gallon drain oil UST. An as-built plan from American was not found, but a small site sketch depicted a two-stall building near the center of the property, and a canopy located east of the building. The USTs were not depicted, but were listed as one 8,000-gallon, and two 5,000-gallon USTs. No information specific to American's on-site operations was found.

American assigned its site lease and sold the existing facilities, including the gasoline on-hand in the USTs, to Unocal in April 1972. The Unocal as-built plan shows the two-bay station building, a canopy covering two pump islands on the east side of the property, two 5,000-gallon USTs and one 8,000-gallon UST in the northwest corner of the property, and two 500-gallon USTs, one for waste oil and

- Respond To
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  - 4195 Thousand Oaks Blvd, Suite 155 • Westlake Village, CA 91362-3812 • 805/379-9552 • FAX 805/379-3143
  - 220 Montgomery Street, Suite 924 • San Francisco, CA 94104 • 415/391-7856 • FAX 415/391-7896
  - 1531 P Street NW, Suite 300B • Washington D.C. 20005 • 202/667-4669 • FAX 202/667-4708

Unocal Service Station No 6380

December 14, 1994

Page 2

one for heating oil, on the west side of the station building. The configuration of the station and the USTs is presumed to be unchanged from the American station. Unocal retained Mr. Barnhart as the station dealer, and officially opened on May 10, 1972.

In November 1978, an AFE was prepared to repair the crack surface around the concrete slab over the gasoline storage tanks, and to patch several holes in the concrete. No documentation of the repair work was found.

An AFE was submitted in June 1981 to replace the galvanized piping with fiberglass product lines. A September 1981 revised as-built indicates that the product lines were replaced.

Unocal renewed its site lease for five years in March 1982. The dealer at that time was Howard Harris.

In April 1983, one of the single hoists in the lube bays was replaced because it was found to be leaking air. Upon removal, the hoist was found to be deteriorated from electrolysis.

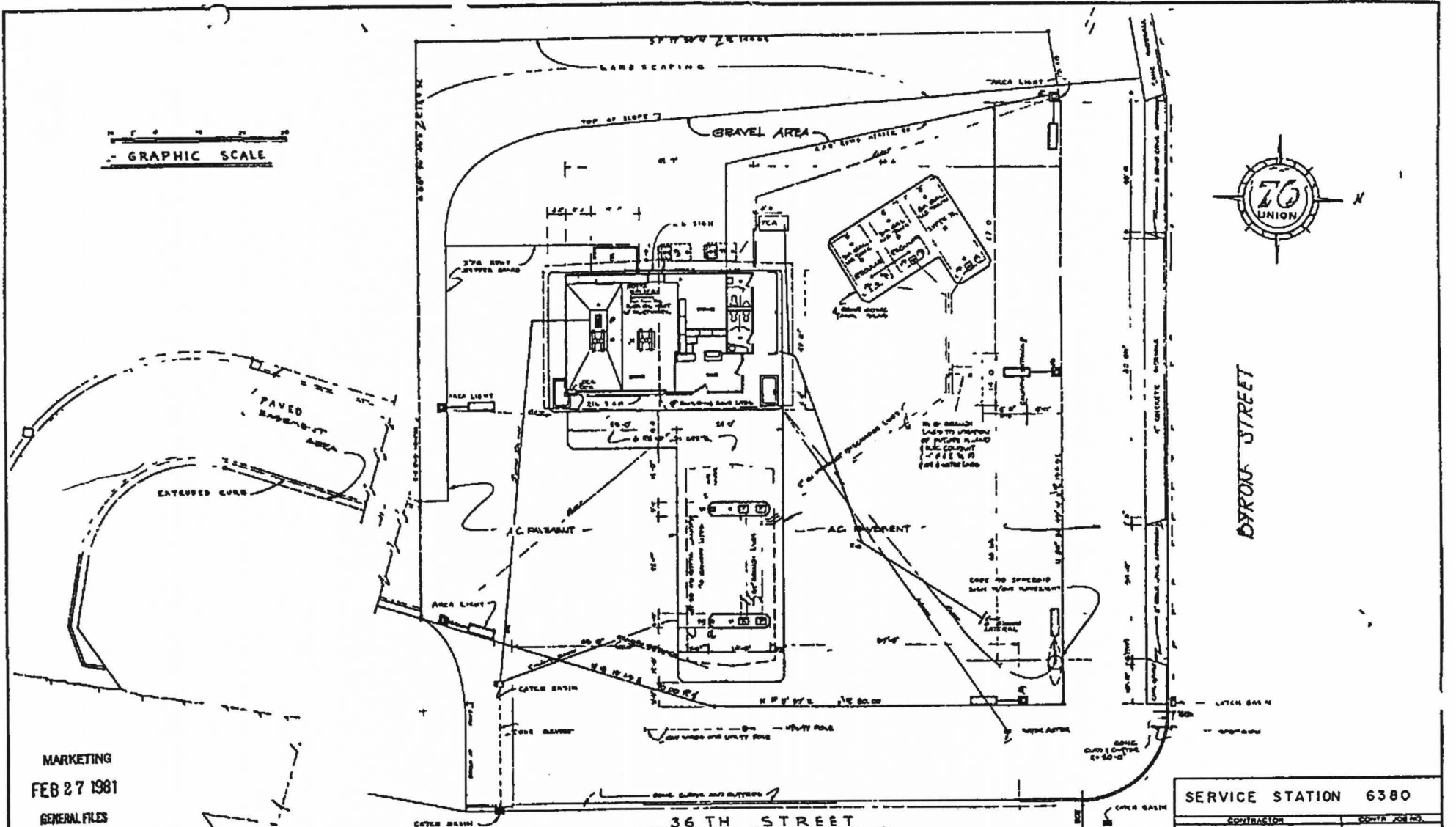
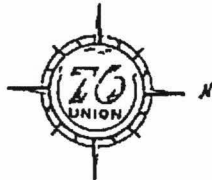
The existing USTs were removed and replaced with two 12,000-gallon fiberglass tanks, installed in the same location, in August 1984. It is not known whether any soil samples were taken following removal of the original tanks.

In April 1985, the second lube bay hoist was replaced following the discovery of a hole, which was reported to have leaked 20 gallons of oil per week. No report of remediation due to the oil leak was found.

A Liquid Propane Gas tank was installed near the northeast corner of the site in August 1985. The dealer's lease was amended to include storing and selling LPG. Mr. Harris cancelled his sublease in February 1986, and the new dealer, Robert Putich, took over operations. Unocal extended the site lease for five years in November 1986.

In August 1989, an AFE was submitted to test the waste oil tank. No tank test results were found. An AFE was submitted in October 1989 to install spill containment manholes on the tank fill risers. No documentation of that work was found. In January 1991, an AFE was submitted to test the on-site USTs. No tank test results were found. Unocal extended its site lease for another five years in February 1992.

No other information concerning the property was found.



MARKETING  
 FEB 27 1981  
 GENERAL FILES

SERVICE STATION 6380  
 CONTRACTOR CONTRACT NO.

NO.	REFERENCE DRAWING

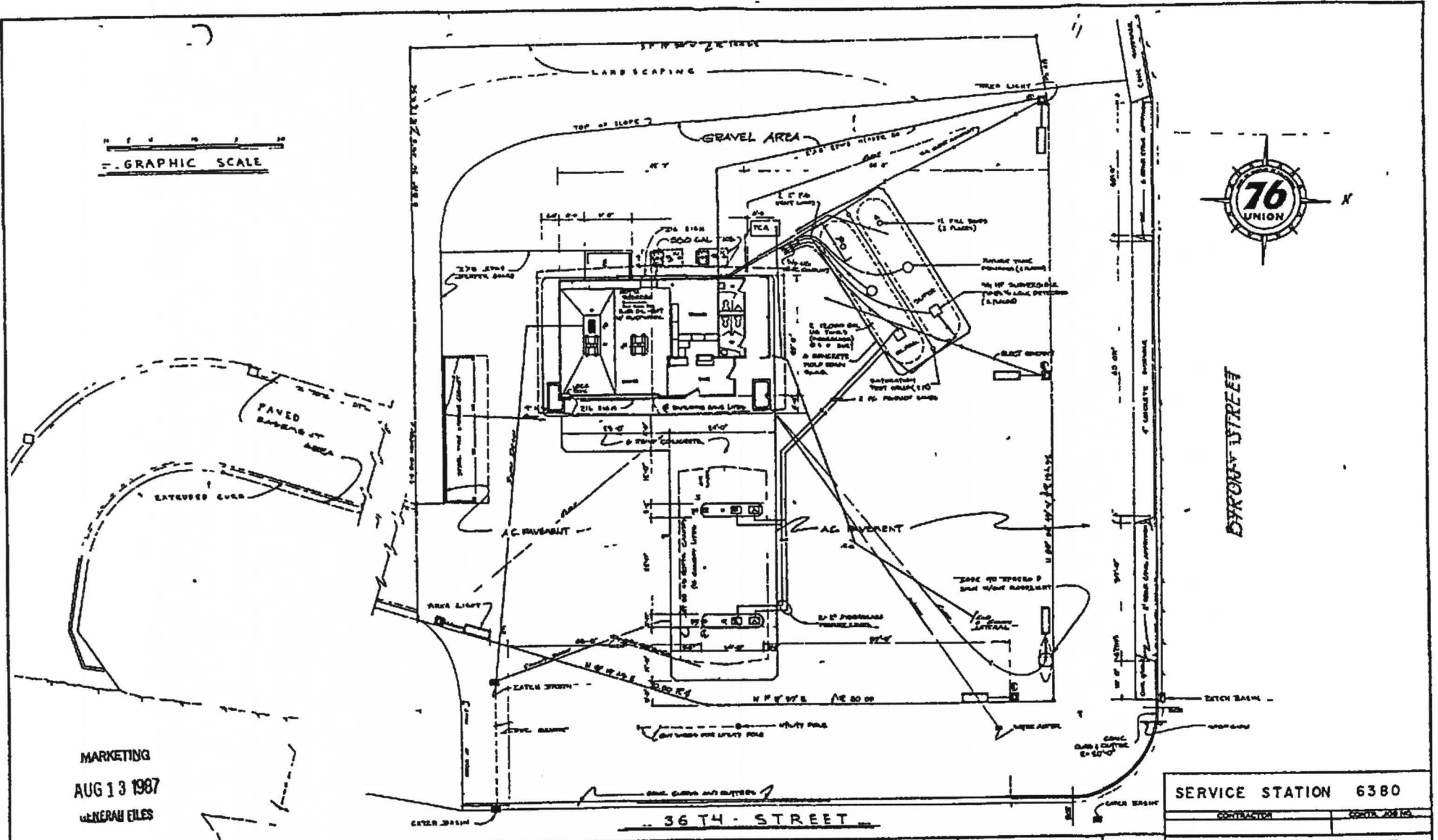
NO.	DATE	REVISION	BY	CHKD.	APPROVED FOR CONSTRUCTION
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2	2/27/81	ADDED CONC. SIGN			

GENERAL ARRANGEMENT  
 36th ST & BYRON ST  
 BELLINGHAM, WASHINGTON  
 FI-6380  
 UNION

THIS DRAWING SUPERSEDES ALL PREVIOUS DRAWINGS OF THIS PROJECT.



GRAPHIC SCALE



MARKETING  
AUG 13 1987  
GENERAL FILES

SERVICE STATION 6380

CONTRACTOR \_\_\_\_\_ DATE: \_\_\_\_\_

GENERAL ARRANGEMENT  
36th ST & BYRON ST  
BELLINGHAM, WASHINGTON

UNION

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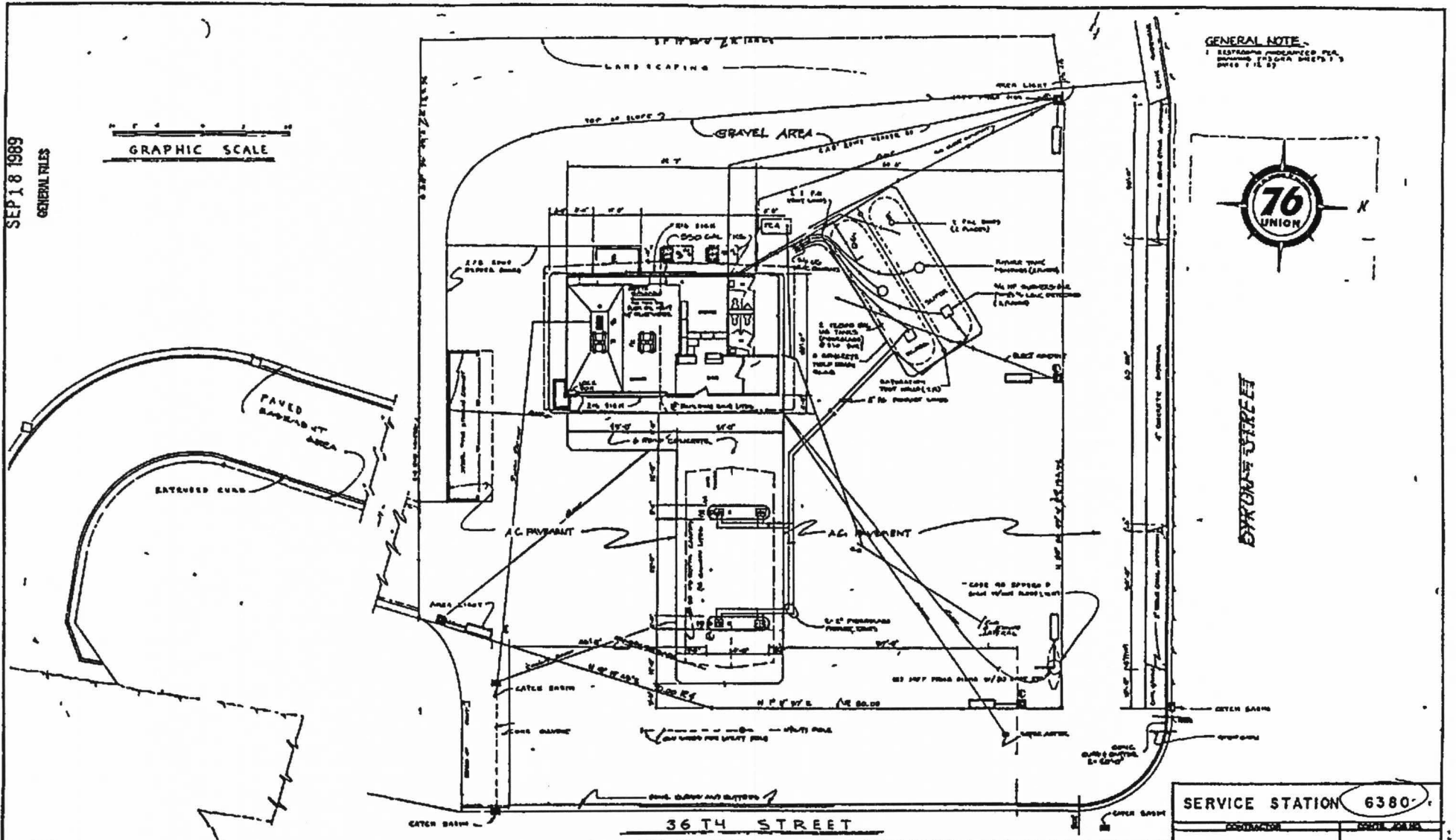


MARKETING

SEP 18 1989

GENERAL FILES

GRAPHIC SCALE



GENERAL NOTE:  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF BELLINGHAM, WASHINGTON, PLUMBING PERMITS AND SCHEDULES.



BYRON ST

SERVICE STATION 6380

GENERAL ARRANGEMENT  
 36th ST & BYRON ST  
 BELLINGHAM, WASHINGTON

UNION  
 SS-6380

NO.	DATE	DESCRIPTION

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SS #11249  
BELLINGHAM, WASHINGTON

# AGREEMENT

This Agreement made this 29<sup>th</sup> day of March 1967.  
by and between Peter Claus and Agnes Claus, his wife, and Alson A. Claus and  
Anna M. Claus, his wife, and Charles P. Claus, a bachelor,  
whose address is 2300 Cornwall Avenue, Bellingham, Washington 98225

hereinafter called Lessor, and THE AMERICAN OIL COMPANY, a Maryland corporation, with its main business office at 910 South Michigan Avenue, Chicago, Illinois, hereinafter called Lessee

WHEREAS by Lease of even date herewith Lessor leased certain premises to Lessee, for the rental herein provided, and subject to the other covenants, conditions and terms herein provided, said premises being situated in the City of Bellingham County of Whatcom State of Washington more particularly described as follows, to wit

That certain property described more particularly on Exhibit "A" which is attached hereto and hereby made a part hereof.

Together with all buildings, and improvements, located thereon, all rights, alleys rights of way, easements appurtenances thereunto belonging or in anywise appertaining, and all rights of Lessor in and to any public or private thoroughfares abutting the above described premises, all being hereinafter referred to as the 'demised premises'

NOW, THEREFORE, Lessor and Lessee hereby agree that the following covenants, conditions and terms shall be treated as part of said Lease to the same extent as if they were copied in full therein, said Lease and this Agreement being hereinafter collectively called this lease

1 Lessee agrees to pay Lessor as rental for the demised premises the sum of Four Hundred Fifty and 00/100 - - - - - DOLLARS (\$ 450.00 ), payable monthly in advance for the period beginning on the day gasoline is first sold from said premises but in no event later than Ninety (90) days subsequent to the date all permits mentioned in Paragraph 6 hereof have been obtained and all of the provisions of Paragraph 7 hereof have been fulfilled

Said rental may be paid by check payable and delivered to Lessor personally or by mail at 2300 Cornwall ...  
Avenue, Bellingham, Washington, 98225, or at such other place as Lessor may from time to time in writing designate

2 Lessee shall have the option of extending this lease for a total of not more than **Four**  
( **4** ) successive periods of **Five** ( **5** ) years each, upon the same terms and conditions which were in effect during the original term. The rental to be paid by Lessee during said extension period or periods shall be the sum of **Four Hundred Fifty & 00/100 DOLLARS (\$ 450.00 )** per month.

In addition to the cash monthly rental for the extension period or periods set forth above, Lessee agrees to pay Lessor a gallonage rental equal to One cent (1.0¢) per gallon on each gallon of gasoline (not including naphthas, stove and lighting gasolines and like products not customarily used in motor vehicles) in excess of 500,000 gallons delivered to such service station for sale during each yearly period of this lease. All rental provided for in this clause shall be due and payable on or before the 15th. of the calendar month succeeding such period.

In order to exercise any of said extension options, Lessee shall give to Lessor a written notice at least thirty (30) days prior to the expiration of the then current period and the sending of such notice shall constitute the renewal and extension of this lease in accordance with the terms of such renewal option so exercised without the necessity of the execution of a separate renewal lease.

**PLEASE**  
**INITIAL**  
3 ~~(a) Lessee shall have, and is hereby given, the option of purchasing said demised premises for the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), provided Lessee shall give Lessor notice in writing of its election to exercise said option to purchase at any time during the original term or any extension or renewal thereof. If any part of the demised premises or any interest therein shall be taken by right of eminent domain or by any conveyance in law thereof or in connection therewith, the purchase price set forth herein, if the purchase option is exercised shall be reduced in the same proportion that the area immediately prior to such taking is reduced by the taking.~~

(b) It is further agreed that should Lessor or Lessor's heirs, executors, grantees, successors or assigns, at any time during the term of this lease or any extension thereof receive an offer to purchase the demised premises, or any part thereof or any premises which includes the demised premises and desires to accept said offer, or should Lessor during any such time make an offer to sell the demised premises or any part thereof or any premises which includes the demised premises Lessor shall give Lessee ninety (90) days notice in writing of such offer setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price and all other terms and conditions of such offer and Lessee shall have the first option to purchase the premises which are the subject of the offer by giving written notice to Lessor of its intention to purchase within said ninety (90) day period at the same price and on the same terms of any such offer it being understood that in the event Lessee does not give notice of its intention to exercise said option to purchase within said period this lease and all of its terms and conditions shall nevertheless remain in full force and effect and Lessor and any purchaser or purchasers of the demised premises or any part thereof or any premises which includes the demised premises shall be bound thereby and in the event that the premises set forth in the offer are not sold for any reason Lessee shall have upon the same conditions and notice the continuing first option to purchase the demised premises, or any part thereof or any premises which includes the demised premises upon the terms of any subsequent offer or offers to purchase.

(c) In the event any of said options is exercised Lessor will convey a merchantable title in fee simple to said real estate by good and sufficient warranty deed with release of dower, homestead, curtesy and other rights of the respective spouses if any and free from all encumbrances whatsoever.

Within thirty (30) days of the date of exercise of any of said options Lessor will furnish to Lessee an owner's title insurance policy issued by a title insurance company acceptable to Lessee in its usual form brought down to said date of exercise insuring Lessee against loss or damage to the extent of the purchase price subject only to the usual printed exceptions contained in insurance policies of the issuing company. Settlement of the purchase price and conveyance to the Lessee shall be made within ninety (90) days from said date of exercise but actual tender of the purchase price by the purchaser or tender of deed by the seller shall not be necessary and neither party shall be in default until after written demand for performance shall have been made by the other party. Taxes, water, rent and other current expenses and rent hereunder, shall be adjusted as of the date of settlement.

4 It is further agreed that Lessee or its assignee or sublessee shall have the privilege of using said premises for the purpose of operating thereon a gasoline service and greasing station and for the purpose of selling and servicing tires, tubes, batteries and automobile accessories or for any other lawful purpose. In connection with such business Lessee shall have the privilege after all permits mentioned in Paragraph 6 have been obtained and after all of the provisions of Paragraph 7 have been fulfilled of wrecking any building, structure or improvement located upon said premises at the time of the execution of this lease and of erecting, upon said premises such building or buildings, driveways, curbing and other improvements and equipment as is deemed requisite for the proper use of said premises for the aforesaid businesses or any thereof.

**PLEASE**  
**INITIAL**  
5 ~~It is further mutually agreed that Lessor shall pay all taxes and assessments that may be levied against the above described premises and the building and equipment belonging to Lessee thereon, and Lessee shall reimburse Lessor for all taxes and assessments that may be levied against the improvements and equipment owned by Lessee thereon.~~

5. It is further agreed that Lessee shall during the term of this lease pay all general real estate taxes, (but not assessments), that may be levied against the premises described in this lease and against the improvements and equipment thereon. Such payment shall be prorated for any

65

6 Lessee shall within 65 days from the date hereof obtain from the proper municipal, County, State and other duly constituted authorities such unconditional permits as may be required for the operation and maintenance of a gasoline service and greasing station and for the purpose of selling and servicing tires tubes batteries and automobile accessories, and for the construction and maintenance of property improvements and equipment in connection with said business but in the event Lessee shall be unable to obtain said permits or any thereof or in the event such permits or any thereof, if obtained shall be afterward revoked without fault of Lessee or its assignee or sublessee, or if lessee its assignee or sublessee shall be restrained or enjoined from conducting its said business and maintaining said improvements driveways and equipment then and in any or either of said events, Lessee shall have the privilege of terminating this lease by giving 10 days notice of its intention so to do, and shall thereupon be relieved of all liability hereunder

7 When all permits mentioned in Paragraph 6 hereof have been obtained to Lessee's satisfaction, Lessor agrees to furnish Lessee a leasehold title insurance policy issued by a title insurance company acceptable to Lessee in its usual form brought down to the date of recording of this lease, insuring Lessee against loss or damage to the extent of Fifty Thousand and 00/100 - - (\$50,000.00), subject only to the usual printed exceptions contained in insurance policies of the issuing company provided however, that if said policy discloses mortgage liens and other liens against the demised premises Lessor agrees to procure the subordination of such liens to the rights of Lessee under this lease and in connection with any such mortgage liens will procure for the inspection of Lessee all principal and interest notes secured by such mortgage or mortgages duly endorsed with a memorandum indicating the subordination of such mortgage to the right of Lessee hereunder together with agreements duly executed by the owners and holders of such notes subordinating their rights to the rights of Lessee herein and with respect to other liens Lessor agrees to procure for the inspection of Lessee subordination agreements in form satisfactory to Lessee, duly executed by the owner or owners of such liens Lessor may in lieu of such subordinations obtain the release of all such liens

8 Lessee agrees to indemnify and save harmless Lessor from all claims mechanic liens damages demands, actions costs and charges arising out of or by reason of the erection and construction of the improvements herein contemplated and the operation of the business herein authorized on the premises herein demised during the term of this lease

9 Lessee and any assignee or sublessee is expressly given the right at any time during the term of this lease or any extension thereof and for a period of thirty (30) days after the termination of this lease or any extension thereof by lapse of time or otherwise, to enter upon and demolish or detach and remove from said premises any improvements or equipment heretofore or hereafter purchased or placed by it or them upon the leased premises, but shall not be obliged to do so In the event Lessee shall elect to demolish detach and remove its improvements or equipment as aforesaid Lessee agrees to restore the leased premises to a level state

10 It is further mutually agreed that Lessee may assign this lease or sublet the premises without consent of Lessor provided Lessee shall remain fully responsible for the payment of rent hereunder and for the performance of all of the other terms of this lease Lessor covenants that no conveyance assignment by or other change of interest of Lessor in the premises hereby demised whether recorded or unrecorded shall be binding upon Lessee unless Lessee shall be actually notified thereof by US Certified Mail and in no event shall such conveyance assignment or other change of interest affect this lease or the renewal or purchase option rights of Lessee hereunder

11 In the event of any change in grade of any adjoining streets alleys or highways, or in the event the demised premises shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain or in the event any part of said demised premises or any interest therein, including but not limited to the right of free access to the demised premises is so taken or substantially interfered with and the said demised premises after said taking or interference in the opinion of Lessee is not suitable for the operation of a gasoline service station this lease at the option of Lessee shall terminate without liability on the part of Lessee or Lessee may continue in possession of the remaining portion of said demised premises in which event the fixed rent herein provided for shall be reduced in proportion to the reduction in the utilizable area of the premises but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking whether made separately or as a part of a general award

12 Lessor hereby warrants and agrees to defend the title to the land and premises herein demised and covenants that Lessee may quietly enjoy same and agrees that Lessee shall have the right at any time to redeem for Lessor by payment of any mortgage taxes or other liens on said lands and premises in the event of default of payment by Lessor and be subrogated to the rights of the holder thereof or to offset rents subsequently due hereunder to fully reimburse itself therefor

13 In the event Lessee shall hold over beyond the expiration of the term herein provided or any renewal or extension thereof it is expressly understood and agreed that any such hold over tenancy shall be a month to month tenancy only and either Lessor or Lessee may terminate such tenancy at any time by giving the other party thirty (30) days written notice of its intention so to do

14 It is further understood and agreed that all notices given under this lease shall be deemed to be properly served if delivered in writing personally or sent by certified mail to Lessor at the address herein shown in the first unnumbered paragraph of this lease or at the last address where rent was paid or to Lessee at its office at 2455 Wilshire Blvd., Suite 900, Los Angeles, Calif. 9003 Date of service of a notice served by mail shall be the date on which such notice is deposited in a post office of the United States Post Office Department

15 The terms conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto their heirs, personal representatives successors sublessees or assigns and shall run with the land, and where more than one party shall be lessors under this lease the word "Lessor" whenever used in this lease shall be deemed to include all parties lessor jointly and severally

10 This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing, and in the event of any termination of this lease pursuant to any right reserved by Lessee herein, all liability on the part of Lessee for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease

In Witness Whereof, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written

Peter Claus (SEAL) Alson A. Claus (SEAL)  
Lessor Lessor

Agnes Claus (SEAL) Anna M. Claus (SEAL)  
Spouse of Lessor Spouse of Lessor

Charles P. Claus (SEAL) 2300 Cornwall Ave., Bellingham, Wash.  
Lessor Address 98225

WITNESS

Earl J. Gregory

THE AMERICAN OIL COMPANY

B,

W. C. Kniefel  
W. C. KNIEFEL, REGIONAL MANAGER



WITNESS

ACKNOWLEDGMENTS

STATE OF WASHINGTON }  
COUNTY OF WHATCOM } ss.

On this day personally appeared before me Peter Claus and Agnes Claus, his wife, and Alson A. Claus and Anna M. Claus, his wife, and Charles P. Claus, a bachelor, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 21 day of March, 1967.

Jack N. Heller, Notary Public in and for the State of Washington, residing at Bellingham.

My Commission Expires:

Sept 4, 1969

Exhibit "A"

LEGAL DESCRIPTION

That portion of Lot 1, Block 1, "Claus Replat of a Portion of C.H. Adsit's Addition to Sehome and Carters 2nd Addition to Fairhaven," Bellingham, Whatcom County, Washington, as per the map thereof recorded in Book 9 of Plats, Page 43, in the Auditor's Office of said County and State, described as follows:

Beginning at the northeast corner of Lot 1, Block 1 of said Replat; thence North  $88^{\circ}36'45''$  West along the north line of said Lot 1, 134.52 feet to an intersection with a curve to the left of 532.96 feet radius, the center of which bears South  $6^{\circ}28'00''$  East, thence along said curve to the left, 15.48 feet, thence South  $1^{\circ}17'30''$  West, 144.62 feet; thence South  $88^{\circ}36'45''$  East, 129.32 feet to the easterly line of said Lot 1, thence North  $18^{\circ}19'45''$  East, 70.00 feet, thence North  $1^{\circ}17'30''$  East, 80.00 feet to the point of beginning.

Together with a non-exclusive easement for ingress and egress and the right to construct, erect, repair, maintain or replace a light standard, together with appropriate base, conduit and all necessary wiring, and Lessee is also hereby given the right to construct (including such fill and grading as Lessee deems necessary), repair, maintain or replace an approach over the following described easement area, to-wit:

Beginning at the southeast corner of the above described tract; thence South  $18^{\circ}19'45''$  West along the easterly line of said Lot 1, 131.97 feet, thence South  $10^{\circ}33'45''$  West, 131.05 feet; thence South  $57^{\circ}45'45''$  West, 34.06 feet, thence North  $10^{\circ}33'45''$  East, 155.90 feet, thence North  $18^{\circ}19'45''$  East, 126.05 feet to the southerly line of the said above described tract, thence South  $88^{\circ}36'45''$  East, 26.13 feet to the point of beginning.

Lessee, its agents and employees, shall not be liable for any loss, damage, injuries or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Lessor) arising out of or resulting from the right of ingress and egress herein reserved by the Lessor, and the Lessor, for himself, his heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Lessee, its agents and employees, harmless from and against all claims for such loss, damage, injury or other casualty

*acc*  
*epc.*

SS #11249 SS.# 6380  
BELLINGHAM, WASH TON

102 343

# LEASE

This Lease made this 29<sup>th</sup> day of March, 1967, by and between Peter Claus and Agnes Claus, his wife, and Alson A. Claus and Anna M. Claus, his wife, and Charles P. Claus, a bachelor, whose address is 2300 Cornwall Avenue, Bellingham, Washington 98225 Lessor, and THE AMERICAN OIL COMPANY, a Maryland corporation with its main business office at 910 South Michigan Avenue Chicago, Illinois, Lessee

### WITNESSETH

I The Lessor hereby demises and leases to Lessee, the following described premises situated in the City of Bellingham County of Whatcom State of Washington more particularly described as follows, to wit

That certain property described more particularly on Exhibit "A" which is attached hereto and hereby made a part hereof.

Together with all buildings, improvements, equipment, fixtures, machinery and appliances owned or controlled by Lessor and located on or to be erected or installed by Lessor thereon and all rights, alleys, rights of way, easements, appurtenances thereto belonging or in anywise appertaining, and all rights of Lessor in and to any public or private thoroughfares abutting the above described premises, all being hereafter referred to as the demised premises.

TO HAVE AND TO HOLD unto Lessee for a term commencing on the 1st day of June 19 67 and ending on the 31st day of August 19 82

The rental for the demised premises, certain extension and cancellation privileges and a purchase option or options are more fully set forth in that certain Agreement between the parties hereto of even date herewith and this Lease is subject to all the covenants, conditions and terms set forth in said Agreement which is hereby adopted herein and made a part hereof by reference to the same full extent as if all the covenants, conditions and terms thereof were copied in full herein.

IN WITNESS WHEREOF the parties hereto have duly signed these presents and affixed their respective seals the day and year first above written.

Charles P. Claus (SEAL) Peter Claus (SEAL) Agnes Claus (SEAL)  
WITNESS Lessor Lessor Spouse of Lessor  
Alson A. Claus (SEAL)  
Lessor  
Anna M. Claus (SEAL)  
Spouse of Lessor

2300 Cornwall Ave., Bellingham, Wash. 98225  
Address

WITNESS

THE AMERICAN OIL COMPANY

By [Signature]  
Approved To Sign

SS #11249  
BELLINGHAM, WASHINGTON

1026843

Exhibit "A"

LEGAL DESCRIPTION

That portion of Lot 1, Block 1, "Claus Replat of a Portion of C. H. Adsit's Addition to Sehome and Carters 2nd Addition to Fairhaven," Bellingham, Whatcom County, Washington, as per the map thereof recorded in Book 9 of Plats, Page 43, in the Auditor's Office of said County and State, described as follows:

Beginning at the northeast corner of Lot 1, Block 1 of said Replat, thence North  $88^{\circ}36'45''$  West along the north line of said Lot 1, 134.52 feet to an intersection with a curve to the left of 532.96 feet radius, the center of which bears South  $6^{\circ}28'00''$  East; thence along said curve to the left, 15.48 feet, thence South  $1^{\circ}17'30''$  West, 144.62 feet, thence South  $88^{\circ}36'45''$  East, 129.32 feet to the easterly line of said Lot 1; thence North  $18^{\circ}19'45''$  East, 70.00 feet; thence North  $1^{\circ}17'30''$  East, 80.00 feet to the point of beginning

Together with a non-exclusive easement for ingress and egress and the right to construct, erect, repair, maintain or replace a light standard, together with appropriate base, conduit and all necessary wiring, and Lessee is also hereby given the right to construct (including such fill and grading as Lessee deems necessary), repair, maintain or replace an approach over the following described easement area, to-wit:

Beginning at the southeast corner of the above described tract, thence South  $18^{\circ}19'45''$  West along the easterly line of said Lot 1, 131.97 feet, thence South  $10^{\circ}33'45''$  West, 131.05 feet; thence South  $57^{\circ}45'45''$  West, 34.06 feet, thence North  $10^{\circ}33'45''$  East, 155.90 feet; thence North  $18^{\circ}19'45''$  East, 126.05 feet to the southerly line of the said above described tract, thence South  $88^{\circ}36'45''$  East, 26.13 feet to the point of beginning.

Lessee, its agents and employees, shall not be liable for any loss, damage, injuries or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Lessor) arising out of or resulting from the right of ingress and egress herein reserved by the Lessor; and the Lessor, for himself, his heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Lessee, its agents and employees, harmless from and against all claims for such loss, damage, injury or other casualty.

aac  
OPC.

AMERICAN OIL COMPANY PURCHASE

55#6380

Service Station No. 11249 - Bellingham, Washington

Ground Lease: March 29, 1967 Short Form: March 29, 1967

- 1. Lessor - Peter Claus and Agnes Claus, his wife, and Alson A. Claus and his wife, Anna M. Claus, and Charles P. Claus, a single man
- 2. Term - June 1, 1967 to August 31, 1982
- 3. Rent - \$450 per month
- 4. Extension - 4, 5 yr. extensions
- 5. Rental During Extension - \$450 per month plus 1¢ for every gallon over 500,000 gallons per year
- 6. Option to Purchase - No.
- 7. Preferential Right - Yes
- 8. Taxes - All real and personal property taxes Lessee responsibility
- 9. Comments - Other Clauses -
- 10. Title Policy - May 17, 1967 - clean

Dealer Lease. March 18, 1971 Riders: March 18, 1971

- 1. Lessee - Donald A. Barnhart
- 2. Term - 3/1/71 to 2/28/73
- 3. Rent - \$25.00 per month plus 1-1/2¢ per gallon
- 4. Minimum Gallons - 280,500 per year
- 5. Lease Riders and Comments - Refunds gallonage rental as follows. all for first year all but 1/2¢ second year

6. Description Rider	yes	7. Equipment Rider	yes	8. Hoist Capacity Agreement	yes
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Other Documents

- 1. Assignment of Lease and Lease Moneys and Chattel Mortgage dated 5/22/67; Lessor assigns ground lease and rents to National Bank of Commerce of Seattle as security for \$50,000 loan; Bank must consent to lease modification
- 2. Real Estate Mortgage, 5/22/67

**ASSIGNMENT OF LEASE AND LEASE MONIES  
AND CHATEL MORTGAGE**

FOR VALUE RECEIVED, Peter Claus and Agnes Claus, his wife and Alton A. Claus and Anna M. Claus, his wife and Charles P. Claus, a bachelor, as ASSIGNORES, hereby grants, bargains, sells, assigns, transfers and delivers unto THE NATIONAL BANK OF COMMERCE OF SEATTLE, Bellingham Branch, a national banking association, as ASSIGNEE, all of the right, title, estate and interest of Assignor in and to each and all of the following:

1. That certain lease and all extensions thereof entered into on the 29th day of March, 1967, by and between Assignor as lessor and The American Oil Company as lessee, covering property more particularly described in said lease, which said lease or a memorandum thereof was recorded in the Office of the Auditor of Whatcom County, Washington, on the 16th day of May, 1967, in Volume 60 of Lessee, at Page 310, under Auditor's Receiving No. 1026843, reference to which lease is hereby made and by such reference the terms, provisions, covenants and conditions of said lease are made a part hereof;

2. All moneys due or to become due as rental or otherwise under said lease, or any renewal or extension thereof, together with the immediate right of possession thereof, as the same fall due;

and the Assignor does further hereby mortgage to Assignee:

All and singular the personal property, to the full extent of Assignor's interest therein, whether now owned or hereafter acquired, which is now or which may hereafter be or become situated in or upon the property described in said lease or used in connection therewith,

for the purpose of securing payment by Assignor to Assignee of the sum of Fifty Thousand and no/100ths dollars (\$50,000.00) and interest, herein referred to as ORIGINAL INDEBTEDNESS, by the terms of a promissory note in said sum made of even date herewith, and any and all renewals or extensions thereof, and also for the purpose of securing the payment of all other sums with interest thereon becoming due and payable to the Assignee under the provisions of this Assignment.

In furtherance of the foregoing, the Assignor does hereby represent, warrant, covenant and agree as follows:

1. That Assignor shall, at own cost, faithfully perform or see to the performance, on the part of Lessor, of each and every term, covenant and condition of the aforesaid lease.

2. That the said lease is valid and binding in accordance with its terms and that Assignor has full right and title to make assignment as herein provided; that no effects, counterclaims or other encumbrances exist against said moneys; that said lease will not be modified, altered or terminated, it being understood that any right of Assignor to so modify, alter or terminate shall be and the same is hereby relinquished to Assignee and subject to Assignee's written consent first had and received.

3. That there has been no anticipation or prepayment of the moneys due under said lease except to the extent required by the terms of said lease and expressly set forth therein.

4. That Assignee shall be and is hereby designated and appointed the agent and attorney in fact of Assignor, granting unto Assignee power irrevocable in the name, place and stead of Assignor, to demand, receive, endorse and collect any and all of said moneys, and any checks, drafts and other instruments drawn toward the payment of such moneys, and on payment thereof to give acquittance therefor, and on non-payment thereof, in the discretion of Assignee, to take such steps or actions as Assignee in its sole discretion deems necessary or desirable in order to collect or enforce payment of all or any part of the same, and upon receipt of such payment to apply all or any portion of the same to any due and payable indebtedness secured hereby as the Assignee shall elect, with the excess, if any, to be credited to Assignor's account as Assignee bank. It is expressly understood and agreed, however, that Assignee shall not be required or obligated in any manner to make any demand or to take any action to collect and enforce any term, provision, or covenant of said lease, nor to make any inquiry as to the nature or sufficiency of any payment tendered to or received by it. Assignor expressly authorizes Assignee to give notice of this assignment to the lessee or other obligor under said lease, and until other and further written notice shall have been given by Assignee to any such lessee or obligor, said lessee or obligor shall be fully protected and held harmless to the extent of all payments made to Assignee.

5. It is expressly understood and agreed that Assignee, by acceptance hereof, shall not be obligated to fulfill, perform or discharge, nor does Assignee undertake to fulfill, perform or discharge, any term, covenant or condition of the aforesaid lease, and Assignor does agree to hold the Assignee fully harmless from any claim thereof.

6. If Assignor shall default in the payment of any obligation secured hereby, or shall breach or be or become in default with respect to any term, covenant, condition or warranty hereof, then, at the option of Assignee, the entire unpaid balance of any indebtedness secured hereby shall forthwith become due and payable. In the event of any such default or breach, Assignee shall have the right, but shall not be obligated, to undertake as the agent and attorney in fact of Assignor, any remedy or correction thereof as to the Assignee shall in its sole discretion appear fitting and proper, and the expense thereof shall be secured hereby, with interest at the highest legal rate from the date expended until paid. In the event Assignee shall institute or become involved in any suit or litigation with respect to any such indebtedness, obligation, breach, or default, or by reason of this assignment and chattel mortgage, then Assignor agrees to pay in addition to the cost of such suit a reasonable sum as Assignee's attorneys' fees.

7. This assignment and mortgage shall bind Assignor and the heirs, administrators, executors, successors and assigns of Assignor, it being expressly understood that if there be more than one Assignor the use of the singular herein shall be deemed to include all, and that the obligation of Assignor in the event there shall be more than one shall in all events be joint and several. The obligations of Assignor hereunder shall inure to the benefit of the Assignee, its successors and assigns.

IN WITNESS WHEREOF, the Assignor has executed this agreement this  
22nd day of May, 1967.

W. H. Claus

James H. Claus

Alvin A. Claus

Anna M. Claus

Charles Claus

Bellingham  
 (City)  
 Washington 98225  
 (State)

EQUIPMENT RIDER

THIS RIDER, made this 18 day of August, 1971, covering inventory of fixtures, equipment, machinery and appliances at the above referenced service station, is executed simultaneously with and hereby made a part of the annexed Lease, dated August 15, 1971, by and between THE AMERICAN OIL COMPANY, a Maryland corporation, Lessor, and DONALD A. BARNHART Lessee. Lessee hereby acknowledges receipt of the items checked below.

HEATING

- Boiler
- Gas Furnace
- Oil Furnace
- Gas Unit Heater
- Elec. Unit Heater
- Fuel Oil Tanks
- Oil Stove
- Hot Water Heater

LIGHTING EQUIPMENT

- Comb. Air, Water & Lt. Stds.
- Comb. Air, Water & Lt. Stds. (w/Cash Box & Stand)
- Spotlights
- 6 Area Floodlight Poles
- 6 Area Floodlight Fixtures
- Island Light Poles
- Island Light Fixtures

ADVERTISING

- 1 Spectacular Sign 51 x 45
- 1 Plastic Sign 61 x 10
- 1 Pedestal Pole 17 ft.
- Sign Rotator (Hydraulic)
- AYT Illuminated Sign

PUMP EQUIPMENT

- 4 Computing Dispensers (Sgl)
- Computing Dispensers (Dual)
- 2 Remote Pumps (submerged)

GREASING EQUIPMENT

- 2 Auto Service Lifts
- 1 Overhead Reel Bark Assembly
- No. Reels 2
- 1 Chassis Pump
- 50# Chassis Gun
- 100# Chassis Gun
- 100 TSD Outfit
- Portable ATF Dispenser
- 100' Metered Gas Pump
- Motor Oil Pump
- Portable Gear Oil Disp.
- Dn. Oil Funnel & Stand
- 1 Gear Oil Pump

MISCELLANEOUS

- 60 Gal. Kerosene Outfit
- 120 Gal. Kerosene Outfit
- 1 CC Drain Oil Tank (U/G 10 Bbls)
- Oil Merchandiser
- Trash Bin

U/G STORAGE TANKS

- 200 Bbl (10,000 Gal)
- 1 160 Bbl ( 8,000 Gal)
- 120 Bbl ( 6,000 Gal)
- 2 100 Bbl ( 5,000 Gal)
- 80 Bbl ( 4,000 Gal)
- 60 Bbl ( 3,000 Gal)
- 40 Bbl ( 2,000 Gal)
- 20 Bbl ( 1,000 Gal)
- 10 Bbl ( 500 Gal)
- 5 Bbl ( 300 Gal)

TIRE AND BATTERY EQUIPMENT

- Outside Tire Racks

MOTOR OIL STORAGE

- 60 Gal Hibos
- 30 Gal Hibos

FURNITURE

- Deck
- 1 Chair
- 1 Lockers
- 1 Display Table
- 1 Sales Rm. Shelving
- Lube Rm. Shelving
- Cash Register Stand
- 1 Floor Safe
- File Cabinet

AIR EQUIPMENT

- Air Standards
- 2 Air & Water Standards
- 1 Air Compressor & Motor

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

WITNESS:

WITNESS:

THE AMERICAN OIL COMPANY

By H. P. Dendel (Lessor)  
 H. P. Dendel  
 Regional Marketing Manager

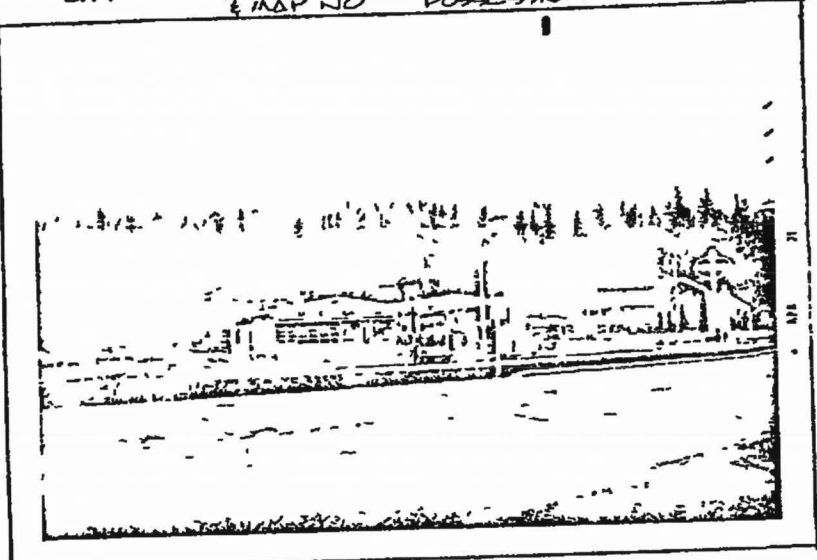
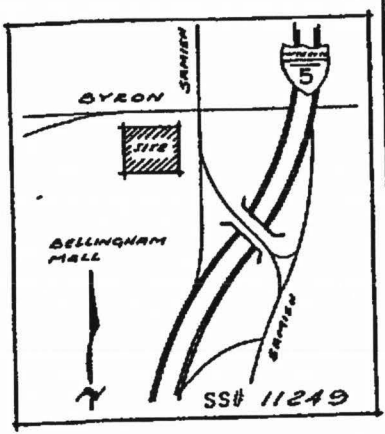
Donald A. Barnhart (Lessee)  
 Donald A. Barnhart

AUG 02 1972

REG. MAIL FILE

AMERICAN OIL COMPANY

WASHINGTON	-	BELLINGHAM	S.S.#11249 Map No 1	LEASED LAND	APR. 1971
STATE	METRO	CITY	STATION NO & MAP NO	RIGHT OF POSSESSION	DATE



YEAR OPENED 1967

ZONING Service Station Use Permitted

RENTAL \$5400 PURCHASE OPTION No

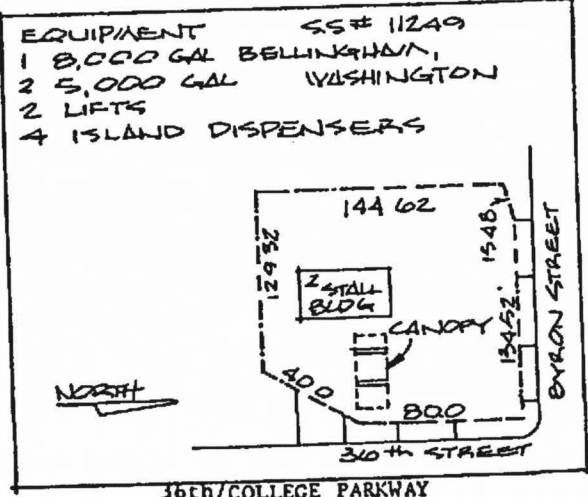
TERM 6/67 TO 8/82  
\$5400 + 10¢ o/r

RENEWALS 4 - 5Yr @ 500,000 Gal/Yr

ASSIGNABLE Yes

TAXES 1970 \$99

BUILDING REVERSAL No



COMMENTS:

MEETING  
 1000 27 1972  
 GENERAL FILES  
 GENERAL FILES



UNION OIL COMPANY OF CALIFORNIA  
UNION OIL CENTER  
P. O. Box 7600  
Los Angeles, Calif; 90051  
Attn: Robert P. Birmingham, Esq.  
Re: S. S. 11249  
S.S. 6380

1114366

ASSIGNMENT OF LEASE

RECORDED  
PIONEER NATIONAL TITLE  
INSURANCE COMPANY  
1972 MAY 5 8 30AM  
VOL 164 PAGE 654  
REQUEST OF  
WILLA HANSEN AUDITOR  
WHATCOM COUNTY, WASH  
DEPUTY

1114366

THIS INSTRUMENT, made this 10<sup>th</sup> day of April  
A.D. 1972, by THE AMERICAN OIL COMPANY, a Maryland corporation, **11486**  
with its principal office at 910 South Michigan Avenue, Chicago,  
Illinois, (hereinafter called "ASSIGNOR"), and UNION OIL COMPANY OF  
CALIFORNIA, a California corporation, with its address at 461 South  
Boylston Street, Los Angeles, California, 90017 (hereinafter called  
"ASSIGNEE").

WITNESSETH, that for and in consideration of the sum of  
TEN DOLLARS (\$10.00) and other goods and valuable consideration,  
in hand paid by ASSIGNEE to ASSIGNOR, the receipt whereof is hereby  
acknowledged, ASSIGNOR does hereby sell, assign, convey, transfer  
and set over unto ASSIGNEE all of ASSIGNOR's rights, titles and  
interests in the premises described in said lease for the unexpired  
term of said lease, subject to the payment of rent and performance  
of covenants, conditions and stipulations contained in that certain  
lease and agreement as the same may have been modified, dated the  
29th day of March, A.D. 1967, from  
Peter Claus and Agnes Claus, his wife, and Alson A. Claus and  
Anna M. Claus, his wife, and Charles P. Claus, a bachelor  
to THE AMERICAN OIL COMPANY, recorded in the Office of County Auditor,  
Whatcom County, State of Washington, in  
Book/Volume 60 Page (s) 310-311-312, Serial/Instrument  
Number 1026843.

Together with all of ASSIGNOR's rights, titles and interests in  
and to any property, real, personal, mixed, or of any other nature  
at or appurtenant to said premises, and

Together with all of ASSIGNOR's rights, titles and interests in,

141

47466

to and under all governmental permits, licenses or other instruments concerning the use of said premises or property.

And ASSIGNOR does hereby delegate to ASSIGNEE, its successors and assigns, the performance of all of ASSIGNOR's duties under said lease and other instruments.

TO HAVE AND TO HOLD said rights, titles, interests and duties unto ASSIGNEE, its successors and assigns, forever.

BY the acceptance and delivery hereof, and in consideration of the making of this instrument, ASSIGNEE accepts said rights, titles, and interests and agrees and covenants with the ASSIGNOR, its successors and assigns, that during the continuance of said term to pay the rents reserved and to perform the covenants, conditions and stipulations in said lease to be performed by the LESSEE and to keep indemnified, and defend, bearing any and all costs and expenses incidental thereto, the ASSIGNOR against all actions, claims and demands, whatsoever, in respect of said rents, covenants, conditions and stipulations, or anything relating thereto.

IN WITNESS WHEREOF, ASSIGNOR has signed, sealed, and delivered this instrument the day and year first above written.

WITNESS:

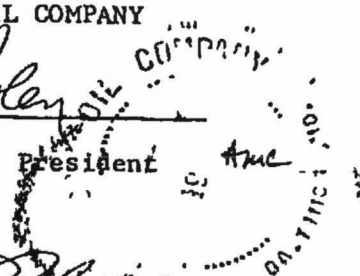
[Signature]  
[Signature]

THE AMERICAN OIL COMPANY

By [Signature]  
V. H. Dolen  
Regional Vice President

ATTEST:

[Signature]  
D. E. Wilson, Assistant Secretary



RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Name  
Street  
Address  
City &  
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## BILL OF SALE

The undersigned, AMERICAN OIL COMPANY

for a valuable consideration, the receipt of which is hereby acknowledged, do ES hereby grant, bargain, sell and convey to UNION OIL COMPANY OF CALIFORNIA

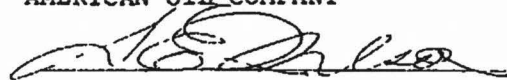
the personal property described as

All gasoline stored in the underground storage tanks located at 200 - 36th Street, Bellingham, Washington on May 5, 1972.

The seller do.es for \_\_\_\_\_ its successors and assigns  
covenant and agree to warrant and defend the title to the property, goods and chattels hereby conveyed,  
against the just and lawful claims and demands of all persons whomsoever

Dated May 5, 1972

AMERICAN OIL COMPANY



STATE OF CALIFORNIA,

County of \_\_\_\_\_

} SS

On \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for  
said County, personally appeared \_\_\_\_\_

and known to me to be the person(s) whose name(s) \_\_\_\_\_ subscribed to the within instrument and ac-  
knowledged that \_\_\_\_\_ executed the same

WITNESS my hand and official seal

(Seal) \_\_\_\_\_

NAME TYPED OR PRINTED

Title Order No \_\_\_\_\_

Escrow or Loan No \_\_\_\_\_

ASSIGNMENT

Know All Men By These Presents:

That the undersigned, American Oil Company, a Maryland corporation, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto Union Oil Company of California, a California corporation, Assignee, all right, title and interest of Assignor in, to, under and by virtue of the following documents.

1. Dealer Installment Note, dated April 4, 1971, in the principal amount of \$7,500.00, plus interest at the rate of 7% per annum, calling for equal monthly payments of \$231.58, executed by Don Barnhart, Maker, and his spouse, Wanda Barnhart, and given by them to Assignor in evidence of a \$7,500.00 loan.
2. Purchase Money Security Agreement, dated April 4, 1971, executed by Don Barnhart and given by him to Assignor as security for the Dealer Installment Note referred to above.
3. Security Agreement - Chattel Mortgage, dated April 7, 1971, executed by Don Barnhart and given by him to Assignor as security for the Dealer Installment Note referred to above.
4. All accounts receivable held by Assignor against Don Barnhart which remain unpaid as

MARKETING  
AUG 07 1972  
GENERAL FILES

of the date of the close of Escrow No.  
7080535-SGS at Title Insurance and Trust  
Company, Los Angeles, California. The  
preliminary amount of said accounts receivable  
will be the "Total Ledger" balance shown on  
the Ledger and Loan Reconciliation for Don  
Barnhart, dated \_\_\_\_\_

Subject to all the terms, covenants and conditions  
of said documents, said Assignee, its representatives,  
successors and assigns are to be bound by and to assume  
responsibility for the fulfillment of all the duties and  
obligations imposed upon Assignor by said documents.

IN WITNESS WHEREOF, the undersigned has caused  
these presents to be executed this 11<sup>th</sup> day of  
May, 1972.

AMERICAN OIL COMPANY

By \_\_\_\_\_

By *[Signature]*

Assignor

Within Assignment hereby accepted as of

May 15, 1972.

UNION OIL COMPANY OF CALIFORNIA

By *[Signature]*  
JUSTICE L. KANE, VICE PRESIDENT

By *[Signature]*  
E. H. GOLISCH, ASSISTANT SECRETARY  
Assignee

MARKETING  
AUG 07 1972  
GENERAL FILES



Los Angeles, California  
July 28, 1972

J. J. GRUNEWALD  
Union Oil Center

J. J. GRUNEWALD  
JUL 31 1972

SERVICE STATION NO. 6380  
Street  
City & State Bellingham, Washington

We acquired this up-and-going location from the American Oil Company, and conversion to the Union brand occurred on 5/10/72. As a part of this transaction, we agreed to honor the American Oil dealer's operating lease and to purchase from American their dealers' ledger and loan accounts as of the date of conversion. We also agreed to purchase American's gasoline on hand in each station.

The purchases are as follows:

Dealer Accounts Receivable		\$ <u>4,722.67</u>
American Gasoline		\$ <u>2,027.40</u>
Total Regular	<u>962</u> Gallons	
Total Premium	<u>5,206</u> Gallons	

Upon payment of the above by Union, arrangements will be made with American to assign all security documents to Union on the dealer ledger accounts.

*M. V. Morrison*

M. V. MORRISON  
Manager, Marketing Real Estate

MVM.kt

MARKETING  
AUG 03 1972  
GENERAL FILES



Los Angeles, California  
August 1, 1972

Pacific Indemnity Company  
3200 Wilshire Boulevard  
Los Angeles, California

Attn: Boiler & Machinery Dept.

SUBJECT: PRESSURE VESSEL INSPECTION  
Service Station # 6380  
Byron & Samish  
Bellingham, Washington

MARKETING

AUG 04 1972

GENERAL FILES

Gentlemen:

Please add subject location to your records, as this unit was opened on May 10, 1972.

Very truly yours,

*S. A. Hoyman*

S. A. HOYMAN

aer

Please return copy of letter to:

Union Oil Company of California  
P. O. Box 7600  
Los Angeles, California 90054

Attn: S. A. Hoyman, Room 301

*Received & acknowledged*

*8/2/72*

*Janet Berg  
S.A. Mechanical*

DIVISION REGION OR COMPANY  
Northwest Division



AFE NUMBER  
01 | 78 |  
DATE PREPARED  
Nov. 3, 1978

AFE TITLE - (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)  
REPAIR YARD SURFACE AROUND SLAB OVER GASOLINE STORAGE

GROUP 25	COST CENTER NUMBER 0006380	LOCATION/ADDRESS SS #6380 200 - 36th St. Bellingham, Wa. 98225	<input type="checkbox"/> ADDITIONAL AUTHORIZATION
DCF RETURN ON INVESTMENT	REQUIRED N/A % THIS PROPOSAL %		ORIGINAL AUTHORIZATION \$
ESTIMATED MONTHS TO COMPLETE Two		4101-01	ADDITIONAL COST \$
			TOTAL AUTHORIZATION \$

WRITE OFF OF ORIGINAL INVESTMENT  YES  NO

CAPITAL BUDGET REPORT CODES

LAND				FACILITIES			

BUDGETED  YES  NO  CANCELLATION

ENVIRONMENTAL AIR WATER LAND & OT  
DOLLARS \$ None \$ \$

MATERIAL TRANSFER OR EXCHANGE OR ASSETS  YES  NO

LEASE OR RENTAL AGREEMENT  YES  NO

CLASSIFICATION OF INVESTMENT

ROI	NON ROI
A EXPANSION <input type="checkbox"/>	C NECESSARY <input checked="" type="checkbox"/>
B COST REDUCTION <input type="checkbox"/>	D REQUIRED <input type="checkbox"/>
	E EXPERIMENTAL/OTHER <input type="checkbox"/>

DATA PROCESSING, TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT  YES  NO

DETAILED COST ESTIMATE  ATTACHED

EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)

It is proposed to jackhammer around concrete slab over gasoline storage tanks, to remove cracked area, to fill in with asphalt sloped for proper drainage and to patch miscellaneous holes in yard.

This Type 300R, completed in May/72, has two bays and two pump islands. Site lease extends to 8/31/82. There are four 5-yr. options to renew lease. Facilities are company owned. Sales history is as follows

	1976	1977	Sept/78 YTD
Average gallons gasoline per month	33,358	29,184	26,294
Lube oil gals per M gals of gasoline	1.9	4.0	4.4
TBA amt per M gals of gasoline	\$9.09	\$28.61	\$69.92

RRB

APPROVED *[Signature]* DATE 11/3/78

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

PRESIDENT UNION 76 DIVISION DATE \_\_\_\_\_

AMOUNT REQUESTED

CAPITAL

LAND . . . . . \$ \_\_\_\_\_

FACILITIES . . . . . \$ \_\_\_\_\_

EXPENSE . . . . . 920/612 .. \$ 1,150

ACCOUNTS RECEIVABLE . . . . . \$ \_\_\_\_\_

OTHER . . . . . \$ \_\_\_\_\_

TOTAL . . . . . \$ 1,150

MEMO INVENTORY CHANGE . . . . . \$ \_\_\_\_\_

EXECUTIVE COMMITTEE DATE \_\_\_\_\_

COMPTROLLER INITIALS  
76 DIVISION | CORPORATE

NOTED  
11/3/78  
RRB

Authority For Expenditure  
Union Oil Company of California

DIVISION REGION OR COMPANY  
Northwest Division



AFE NUMBER  
01 81 1982  
DATE PREPARED  
6/18/81

AFE TITLE - (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)  
FIBERGLASS PRODUCT LINES

GROUP 25	COST CENTER NUMBER 0006380	LOCATION/ADDRESS L6380 200 36th St Bellingham, Wa. 98225	<input type="checkbox"/> ADDITIONAL AUTHORIZATION	
DCF RETURN ON INVESTMENT	REQUIRED N/A % THIS PROPOSAL %	4101-01	ORIGINAL AUTHORIZATION \$	
ESTIMATED MONTHS TO COMPLETE Three			ADDITIONAL COST \$	
WRITE OFF OF ORIGINAL INVESTMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		CAPITAL BUDGET REPORT CODES	LAND	FACILITIES
BUDGETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANCELLATION	ENVIRONMENTAL AIR		WATER \$ 8,000	LAND & OTHER \$
MATERIAL TRANSFER OR EXCHANGE OR ASSETS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	LEASE OR RENTAL AGREEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DATA PROCESSING, TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CLASSIFICATION OF INVESTMENT ROI NON ROI		DETAILED COST ESTIMATE <input checked="" type="checkbox"/> ATTACHED		
A EXPANSION <input type="checkbox"/>	C NECESSARY <input checked="" type="checkbox"/>	Energy property/home		
B COST REDUCTION <input type="checkbox"/>	D REQUIRED <input type="checkbox"/>			
E EXPERIMENTAL/OTHER <input type="checkbox"/>				

*Per [unclear] JUN 19 1981*

EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)

It is proposed to replace galvanized piping with new fiberglass product lines.

This Type 300R, American conversion acquired in 5/72, has 2 bays & 2 pump islands. Site lease extends to 8/31/82. There are four 5-yr. options to renew lease. Facilities are company owned. Sales history is as follows:

	1978	1979	1980
Average gallons gasoline per month	26,511	26,565	25,366
Lube oil gals per M gals gasoline	4.4	4.1	4.7
TBA amt per M gals gasoline	\$62.00	\$12.68	\$51.39

NOTED  
JUL 19 1981  
DRP

APPROVED <i>D. Ranch</i>	DATE 6/19/81	AMOUNT REQUESTED	
APPROVED	DATE	CAPITAL	
APPROVED	DATE	LAND	\$ _____
APPROVED	DATE	FACILITIES	\$ _____
APPROVED	DATE	EXPENSE 920/629	\$ 8,000
APPROVED	DATE	ACCOUNTS RECEIVABLE	\$ _____
APPROVED	DATE	OTHER	\$ _____
VICE PRESIDENT	DATE	TOTAL	\$ 8,000
PRESIDENT UNION 76 DIVISION	DATE	MEMO INVENTORY CHANGE	\$ _____
		EXECUTIVE COMMITTEE	DATE
		COMPTROLLER INITIAL 76 DIVISION   CORPORATE	

NOTED  
AUG 11 1981  
L. N. B. F. F. C.

Contract #  
81822-

AUG 14 1981

C.J. JUDKINS

Date. June 24, 1981

Union Oil Company of California  
P.O. Box 76  
Seattle, Washington 98111

Re: SERVICE STATION No 6380  
200 - 36th Street  
Bellingham, Washington 98225

Referring to that certain Service Station lease dated October 1,  
19 79, between you and the undersigned, this letter will serve as your  
authority and my permission for you to:

REPLACE GALVANIZED PIPING WITH NEW FIBERGLASS PRODUCT LINES

Such construction or installation to be performed by you at your sole  
expense I understand that such work is to improve the facilities at  
the above location and that I will continue to operate said station during  
such work, if continued operation is possible, and will save you from any  
claim by me because of such construction or installation

Howard Harris  
Howard Harris (Dealer)

8-7-81  
(Date)

AUG 12 1981  
C.J. JUDKINS

*C. J. Judkins*

TO: GENERAL SERVICES - SEATTLE W.L. REED STATION NUMBER 6380  
 ATTN: W.L. REED

DEC ENT'D CLASS OF TRADE 12

1. DEALER AT THIS UNIT IS OPERATING HIS BUSINESS UNDER THE NAME OF:

Howard HARRIS

AN INDIVIDUAL  A PARTNERSHIP  A CORPORATION  OTHER (DESCRIBE)\*

2. STATION IS LOCATED AT: 13 Ykun / Sammit STREET INTERSECTION Bellingham CITY

3. CORRECT STATION MAILING ADDRESS: 200 S 36<sup>TH</sup> ST Bellingham CITY  
Wash STATE 98225 ZIP CODE P.O. BOX - IF APPLICABLE

4. STATION PHONE NO. 206 AREA 734-0139 NUMBER

FIXTURES, EQUIPMENT & IMPROVEMENTS ON THE PREMISES

- 1. 2 CREDIT CARD IMPRINTERS
- 2. UNDERGROUND STORAGE TANKS

NO	SIZE	PRODUCT	NO	SIZE	PRODUCT
<u>1</u>	<u>8000 GAL.</u>	<u>SUP</u>		<u>GAL.</u>	
<u>2</u>	<u>5000 GAL.</u>	<u>UNI</u>	<u>1</u>	<u>500 GAL</u>	<u>WASTE OIL</u>
	<u>GAL.</u>		<u>1</u>	<u>500 GAL</u>	<u>HEATING OIL</u>
	<u>GAL.</u>			<u>GAL</u>	<u>TCA UNIT</u>

3. DISPENSERS OR SELF CONTAINED PUMPS

NO.	DUAL OR SINGLE	MAKE	MOD	SERIAL NO	PRODUCT DISPENSED
<u>1</u>	<u>Single</u>	<u>Dokitem</u>	<u>1248-A</u>	<u>12-21904</u>	<u>SUP</u>
<u>1</u>	<u>Single</u>	<u>"</u>	<u>"</u>	<u>12-12066</u>	<u>UNI</u>
<u>1</u>	<u>Single</u>	<u>"</u>	<u>"</u>	<u>12-12032</u>	<u>SUP</u>
<u>1</u>	<u>Single</u>	<u>"</u>	<u>"</u>	<u>12-41982</u>	<u>UNI</u>

4. SUBMERGED PUMPS

NO	MAKE	MODEL	PRODUCT	LEAK DETECTOR (YES OR NO)
<u>1</u>	<u>Kel Sakit</u>	<u>13321</u>	<u>UNI</u>	<u>NO</u>
<u>1</u>	<u>"</u>	<u>"</u>	<u>SUP</u>	<u>YES</u>

5. HOISTS

NO.	TYPE	NO	TYPE
<u>0</u>	<u>SINGLE POST</u>		<u>TWO POST</u>

6. TRADEMARK SIGN:

NO	TYPE	NO	TYPE	NO	TYPE
1	216				
1	230				

7. 2 LUBE BAYS      2 PUMP ISLANDS      NO 24 HOUR OPERATION  
 (COMPLETE ALL 3 CATEGORIES)      (YES OR NO)

CLASS OF TRADE 12 & 72 ONLY  
 PREMISES ARE BEING USED FOR FOLLOWING

USE	NO OF UNITS	GROSS REV. LAST 6 MO	RECOMMENDED RENTAL \$ PER MO
<input type="checkbox"/> TOW TRUCKS	0		\$100 EACH
<input type="checkbox"/> AUTO RENTALS	0		
<input type="checkbox"/> TRUCK RENTALS	0		
<input type="checkbox"/> TRAILER RENTALS	0		
<input type="checkbox"/> PARKING	0 SPACES		
<input type="checkbox"/> LPG	0		
<input type="checkbox"/> ICE	0		
<input type="checkbox"/> OTHER ( )	0		
<input type="checkbox"/> OTHER ( )	0		

JUSTIFICATION FOR RECOMMENDED RENTAL IF LESS THAN POLICY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IN ADDITION TO OUR USUAL SERVICE STATION FACILITIES, THE FOLLOWING HAS BEEN NOTED (LIST SPECIAL OFFICES, STORAGE BLDGS, FENCING, ETC. WHICH MAY HAVE BEEN INSTALLED WITH OR WITHOUT UNIONS CONSENT)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SURVEY COMPLETED BY Charles Fringed  
 REP SIGNATURE  
12/3/84  
 DATE

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Union 76 Division Western Region  
Union Oil Company of California  
2901 Western Avenue, Seattle, Washington 98121  
Telephone (206) 223-7526



William L. Knight  
Manager Real Estate

March 2, 1982

Peter Claus, Agnes Claus,  
Alson A. Claus, Anna M. Claus  
and Charles P. Claus  
2300 Cornwall Avenue  
Bellingham, Washington 98225

Dear Lessors:

RE: SERVICE STATION NO. 6380  
200 - 36TH STREET  
BELLINGHAM, WASHINGTON 98225  
Site Lease and Agreement

We occupy subject property under the terms of that certain Lease and Agreement, dated March 29, 1967, between Peter Claus and Agnes Claus, his wife; Alson A. Claus and Anna M. Claus, his wife; Charles P. Claus, a bachelor, as Lessors, and The American Oil Company, as Lessee, the interest of Lessee having passed to Union Oil Company of California, per Assignment of Lease, dated April 10, 1972. Said Lease and Agreement covers that certain subject real property more particularly described in said Lease and Agreement.

This is to advise that the undersigned hereby exercises the option contained in Paragraph 2 of said Agreement, dated March 29, 1967, to extend said Lease and Agreement for an additional term of five (5) years in accordance with the terms of said Lease and Agreement. Union will, therefore, continue to occupy this premises described in said Lease and Agreement for the period January 1, 1983 and ending December 31, 1987 at the rental and upon the terms and conditions as set forth in said Lease and Agreement.

MARKETING  
MAR 8 1982  
GENERAL FIL

Service Station No. 6380  
Site Lease and Agreement  
March 2, 1982  
Page 2

Please acknowledge receipt of this notice by signing the duplicate copy of this letter and returning it to the undersigned.

Sincerely,  
*W. H. Knight*

Acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 1982.

\_\_\_\_\_  
PETER CLAUS

\_\_\_\_\_  
AGNES CLAUS

\_\_\_\_\_  
ALSON A. CLAUS

\_\_\_\_\_  
ANNA M. CLAUS

\_\_\_\_\_  
CHARLES P. CLAUS

REN:sm

- cc: C. C. Row, 911 Bldg., Los Angeles
- ~~D. O. Gallup, 911 Bldg., Los Angeles~~
- C. A. Miller, 911 Bldg., Los Angeles
- Betty Quinn, Rm. 5-212
- F. D. Shumate, Schaumburg
- R. H. Huebert, Schaumburg
- D. W. Lamb, Seattle
- Paul C. Dennis, Seattle
- C. L. Norwood, Seattle
- J. R. Watanabe, Seattle
- W. L. Reed, Seattle
- A. L. Barone, Seattle
- J. E. Mason, Seattle

MARKETING  
MAR 8 1982  
GENERAL FILES



Station # 12-6380

DATE: August 1, \_\_\_\_\_, 19 82

LESSOR: Union Oil Company of California (Union)

Street Address 2901 Western Avenue

City and State Seattle, Washington Zip Code 98121

LESSEE: HOWARD HARRIS and MARY E. HARRIS

Residence Address 3015 Kellogg Street

City and State Bellingham, Washington Zip Code 98225

**STATION PROPERTY:**

Street Address 200 - 36th Street

City Bellingham

County and State Whatcom County, Washington Zip Code 98225

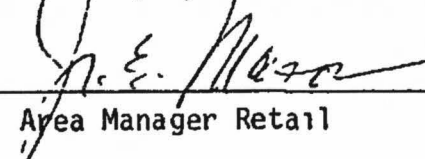
See Exhibits AI and AII for leased property description ("Station")

The provisions of this lease are set forth in the "Recitals" and "Terms and Conditions" (Paragraph through 20) and Exhibits AI, AII, B, C, and D, attached hereto and made a part hereof

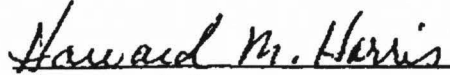
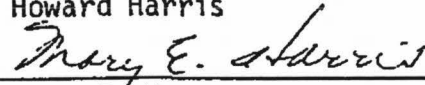
A subject matter index will be found at the end

LESSOR

Union Oil Company of California

By   
Area Manager Retail

LESSEE

  
Howard Harris  
  
Mary E. Harris

BUILDINGS, IMPROVEMENTS, FIXTURES & EQUIPMENT

1 Service Station Building & Facilities \_\_\_\_\_

300R Type with 2 Lube Bays and  Single  Double Island Canopy

1 8,000 Gallon Underground Storage Tank(s) X Gasoline \_\_\_\_\_ Diesel

2 5,000 Gallon Underground Storage Tank(s) X Gasoline \_\_\_\_\_ Diesel

\_\_\_\_\_ Gallon Underground Storage Tank(s) \_\_\_\_\_ Gasoline \_\_\_\_\_ Diesel

\_\_\_\_\_ Gallon Underground Storage Tank(s) \_\_\_\_\_ Gasoline \_\_\_\_\_ Diesel

1 550 Gallon Underground Waste Oil Tank

\_\_\_\_\_ Gauge Stick(s) for Underground Tanks

2  Turbine Pumps 4 Dispensers  Suction Pumps \_\_\_\_\_ Nozzles

2 Island  Air and Water Reels  Air and Water Wells

\_\_\_\_\_ Island Display and Storage Cabinet(s)

1 3 H P Air Compressor  Vertical  Horizontal

\_\_\_\_\_ Overhead Air and Water Reels

1 Fire Extinguisher(s)

\_\_\_\_\_ Foot Work Bench with  Utility Cabinet  Storage Bin

\_\_\_\_\_ SIZE

\_\_\_\_\_ Utility Locker(s)

2 Auto Hoist (Rail or Frame Contact) with Accessories

1 Floor Safe and Keys

1 ~~XXXXXXX~~ Desk with Chair or Stool

\_\_\_\_\_ Settee

\_\_\_\_\_ Vanity Stool

\_\_\_\_\_ Display Counter(s)

\_\_\_\_\_ Heating Unit(s)  Electric Wall—Office  Forced Air—Entire Station

\_\_\_\_\_ Air Conditioning Unit(s)

2  276  376 Illuminated "76" Sphere Sign  76 Spheroid Sign

Other Sign X - 216, 1 - 230

---

2 Price Sign Poster Board(s)

\_\_\_\_\_ Certified Services Poster Board

6 Flood Light Poles 6 Flood Lights \_\_\_\_\_ Area Lights

\_\_\_\_\_ Manuals  Service Station Products Manual  Credit Card Guide

TBA Application Data  Yearly Service Guide

\_\_\_\_\_ Tire Cabinet(s)

2 Credit Card Imprinter(s)

1 Cash Box

\_\_\_\_\_ Pedestal

\_\_\_\_\_ Swivel

6380

626



B-264-3

CONTRACTOR'S NAME <i>Petroleum Equipment Service</i>		SERVICE STATION ADDRESS <i>200-36<sup>th</sup> St., Bellingham, WA</i>		FIELD NO. <i>01</i>	STATION NO. <i>6380</i>
---	--	---	--	------------------------	----------------------------

ITEMS WORKED ON (SHOW MFG NAMES & SERIAL NOS)	LABOR CHARGES			MATERIAL CHARGES					
	TIME		RATE		AMOUNT	MATERIAL DESCRIPTION	QTY	PRICE	AMOUNT
	HRS	MIN							
<i>Last under ground line to hoist. Line was led under floor.</i>									
<i> labor</i>	<i>1</i>	<i>-</i>	<i>27<sup>00</sup></i>	<i>27.00</i>					
<i>Travel</i>	<i>1</i>	<i>-</i>	<i>27<sup>00</sup></i>	<i>27.00</i>					

APPROVED FOR PAYMENT

SEP - 8 1983

*S. Davis*

DISPENSER SERIAL NO	**TOTALIZER READINGS		ARRIVAL TIME	HR	MIN	DEPART TIME	HR	MIN	TOTAL TIME	TOTAL LABOR CHARGE	TICC MAINTENANCE	TOTAL MATERIAL
	BEFORE	AFTER										
				<i>12:50</i>			<i>2:00</i>		<i>2-</i>	<i>54.00</i>		SALES TAX <i>7 % 3.7</i>
REMARKS												LABOR CHARGES <i>54.0</i>
												TOTAL <i>57.7</i>

SERVICE MAN'S NAME <i>R.N. Miller</i>	DEALER'S SIGNATURE <i>[Signature]</i>	DATE <i>5/4/83</i>
--	--	-----------------------

Authority For Expenditure

Union Oil Company of California

DIVISION REGION OR COMPANY  
NORTHWEST



AFE NUMBER  
01 | 83 | 2422  
DATE PREPARED  
March 18, 1983

AFE TITLE - (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)

NEW HOIST

GROUP 25	COST CENTER NUMBER 0006380	LOCATION/ADDRESS L-6380 200 - 36th St. Bellingham, WA	<input type="checkbox"/> ADDITIONAL AUTHORIZATION ORIGINAL AUTHORIZATION \$ ADDITIONAL COST \$ TOTAL AUTHORIZATION \$
DCF RETURN ON INVESTMENT	REQUIRED THIS PROPOSAL n/a %		
ESTIMATED MONTHS TO COMPLETE Two		4101-01	

WRITE OFF OF ORIGINAL INVESTMENT  YES  NO

CAPITAL BUDGET REPORT CODES

LAND				FACILITIES			
				1	3	7	0

BUDGETED  YES  NO  CANCELLATION

ENVIRONMENTAL AIR WATER LAND & OTHER  
DOLLARS \$ \$ NONE \$

MATERIAL TRANSFER OR EXCHANGE OR ASSETS  YES  NO

LEASE OR RENTAL AGREEMENT  YES  NO

CLASSIFICATION OF INVESTMENT

ROI	NON ROI
A EXPANSION <input type="checkbox"/>	C NECESSARY <input checked="" type="checkbox"/>
B COST REDUCTION <input type="checkbox"/>	D REQUIRED <input type="checkbox"/>
	E EXPERIMENTAL/OTHER <input type="checkbox"/>

DATA PROCESSING, TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT  YES  NO

DETAILED COST ESTIMATE ENERGY PROPERTY/NONE  ATTACHED

EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)

Propose to replace existing hoist which has developed an air leak with new Western single post hoist.

This type 300R, American conversion acquired 5/72, has 2-bays and 2-pump islands. Site Lease expires 8/31/87 with 3-5 year options to extend. Facilities are company owned. Sales history is as follows:

	1982	1983
Average gal. gasoline/mo.	36,996	37,500
L/O gal./M-gal. gasoline	3.2	9.4
\$TBA/M-gal. gasoline	\$49.11	\$21.24

MARKETING  
APR 11 1983  
GENERAL FILES

PROP. ACCTG.  
APR 4 1983  
J. A. GILSKI

APPROVALS IN ORDER  
76 DIVISION *[Signature]*

C.C.F.   
EXEC. MINUTES 1 / 1

sd

APPROVED <i>[Signature]</i>	DATE <u>3/21/83</u>
APPROVED	DATE
APPROVED	DATE
APPROVED	DATE
VICE PRESIDENT	DATE
PRESIDENT UNION 76 DIVISION	DATE

AMOUNT REQUESTED	
CAPITAL	
LAND	
FACILITIES	300 \$ 2,500.00
EXPENSE	921/626 \$ 300.00
ACCOUNTS RECEIVABLE	\$
OTHER	\$
TOTAL	\$ 2,800.00
MEMO INVENTORY CHANGE	\$
EXECUTIVE COMMITTEE	DATE
COMPTROLLER INITIAL 76 DIVISION   CORPORATE	

**PETROLEUM  
EQUIPMENT SERVICE CO.**  
P. O. Box 311  
BURLINGTON, WA. 98233

Phone 757-8661  
Shop 424-1937

APPROVED FOR TRANSMITTAL #

**INVOICE**

MAY 19 1983

10536

INVOICE NO. B-161-3

TO Union Oil Co.  
P.O. Box 76  
Seattle, Wa. 98114

INVOICE DATE 5/16/83

SHIPPED TO L-6380  
209 - 36<sup>th</sup> St.  
Bellingham, Wa.

25 000 6380 300 1 01832422 (500) - \$1249.36  
25 000 6380 920/626 1 01832422 - \$300.00

OUR ORDER NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	PPD OR COLI
	1-396980		Net 30 days		

QUANTITY	DESCRIPTION	PRICE	AMOUNT
3/15/83	Break out floor & test line for leaks. Leak was on air line down hoist. Excavate & remove hoist. Hoist extensively eaten up by electrolysis. Reported to Union Oil Seattle, told to wait for new hoist. Back fill hole & patch air & water lines going thru area.		
3/16/83	Cover hole with plywood (1" sheets) to make bay available for use by dealer.		
4/12/83	On delivery of new hoist, redig hole and install new hoist. Remove old material and back fill with clean sand.		
4/13/83	Patch concrete - fill hoist w/ bit and bleed. Install superstructure.		
	Labour & Travel 25 hr @	27.00	675
	C.S. Service & Material per attachment.		772
	Total factor labour		1448
	7% W.S.S.T.		101
	Total Invoice		\$ 1549

Thank you for letting us  
P.H. 11/19/83

DEX 6-4-84

DIVISION REGION OR COMPANY  
NORTHWEST DIVISION



MKTG. DISTR.

AFE NUMBER  
01 | 84 | 8330  
DATE PREPARED  
May 23, 1984

JUN 11 1984  
*D. Ketchum*

*LL 6/4/84*

AFE TITLE - (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)

2-12M GALLON TANKS

GROUP 25	COST CENTER NUMBER 0006380	LOCATION/ADDRESS L-6380 200 36th Street Bellingham, Washington	<input type="checkbox"/> ADDITIONAL AUTHORIZATION
DCF RETURN ON INVESTMENT	REQUIRED THIS PROPOSAL N/A %		ORIGINAL AUTHORIZATION \$
ESTIMATED MONTHS TO COMPLETE Three		LEAK PREVENTION - PHASE II 4101-01	ADDITIONAL COST \$
WRITE OFF OF ORIGINAL INVESTMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	CAPITAL BUDGET REPORT CODES	LAND	FACILITIES
BUDGETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANCELLATION		ENVIRONMENTAL AIR	WATER LAND & OTHER
MATERIAL TRANSFER OR EXCHANGE OR ASSETS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		DOLLARS \$ <i>0</i>	\$ 35,500 \$ <i>0</i>
CLASSIFICATION OF INVESTMENT ROI NON ROI		LEASE OR RENTAL AGREEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
A EXPANSION <input type="checkbox"/> C NECESSARY <input type="checkbox"/>		DATA PROCESSING TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
B COST REDUCTION <input type="checkbox"/> D REQUIRED <input type="checkbox"/>		DETAILED COST ESTIMATE Energy Property/None <input type="checkbox"/> ATTACHED	
		E EXPERIMENTAL/OTHER <input type="checkbox"/>	

EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)

It is proposed to replace the existing storage tanks at subject location, which were installed in 1967, with new fiberglass storage tanks. Scope of this work is to be done within the guidelines of the Region Leak Prevention Program - Phase II.

Site Lease expires 8/31/87 with 3-5 year option to extend. The facilities are Company owned. Service Station MAS was 46M gallons for 1983.

Request approval of \$35,500.00.

APPROVED 6/5/84

MARKETING  
JUN 13 1984  
GENERAL FILES

APPROVED <i>[Signature]</i> DATE 5/29/84	AMOUNT REQUESTED
APPROVED <i>[Signature]</i> DATE 6-5-84	CAPITAL
APPROVED DATE	LAND
APPROVED DATE	FACILITIES
VICE PRESIDENT DATE	EXPENSE 921/629
PRESIDENT UNION 76 DIVISION DATE	ACCOUNTS RECEIVABLE
	OTHER
	TOTAL
	MEMO INVENTORY CHANGE
	EXECUTIVE COMMITTEE
	DATE
	COMPTROLLER INITIAL
	76 DIVISION
	CORPORATE

Estimate  
Union Oil Company of California



MADE BY [Signature]  
 CHECKED BY \_\_\_\_\_  
 APPROVED BY ANDREW L. BARONE  
 DATE MAY 23 1984  
 ESTIMATE NO. \_\_\_\_\_  
 W O NO \_\_\_\_\_  
 DEPT NO \_\_\_\_\_  
 A F E NO \_\_\_\_\_  
 SHEETS SHEET NO \_\_\_\_\_

Howard Harris L-6380  
 200 36th Street  
 Bellingham, WA 98225

ITEM NO	QUANTITY AND ITEM	MATERIAL COST	LABOR COST	OTHER CHARGES
	Cost estimate to replace existing with two new 12,000 gallon fiberglass tanks, including new 3/4 HP submersible pumps:			
	2 - 12,000 gal. fiberglass tanks			11,000
	*Removal of existing tanks			2,000
	Installation of new tanks			11,000
	Concrete hold down slab			3,000
	2 - 3/4 HP turbine pumps c/w leak detectors			1,200
	Pipework (including testing)			3,000
	*Patch A.C. paving			500
	Engineering, Design, & Permits			
	Washington State Sales Tax			
	<b>TOTAL ESTIMATED COST</b>			
	<b>ROD PUPPE</b>			
	*Expense			
	<b>MAY 23 1984</b>			
	<i>T.O. for AFIS</i>			

MARKETING  
 JUN 13 1984  
 GENERAL FILES

NOTED  
JUL - 2 1984  
JANICE FETCH

*Dignatto*  
*Carol Jenkins, Maint.*

Date: June 25, 1984

RE: SERVICE STATION NO. 12-6380

200 - 36th Street

Bellingham, Washington 98225

Referring to that certain Service Station lease dated August 1, 1982, between you and the undersigned, this letter will serve as your authority and my permission for you to make improvements as follows:

REPLACE EXISTING STORAGE TANKS WITH TWO (2) NEW 12,000 GALLON FIBERGLASS TANKS.

Such construction or installation to be performed by you at your sole expense. I understand that such work is to improve the facilities at the above location and that I will continue to operate said station during such work, if continued operation is possible, and will save you from any claim by me because of such construction or installation.

*Howard Harris*

Howard Harris

(Dealer)

*Mary E. Harris*

Mary E. Harris

6/25/84  
(Date)



Seattle, Washington  
June 25, 1984

TO: JIM BYERS - SEATTLE

SERVICE STATION NO. 12-6380

200 - 36th St.


Bellingham, Washington 98225

Subject unit has been approved for certain improvements as described in attached.

Prior to commencing construction and/or installation of these improvements the attached letters must be signed by the dealer and Area Manager if applicable.

Please secure necessary signatures on all copies and return to the undersigned no later than July 6, 1984.

C. L. NORWOOD  
Manager General Services

BY   
J. M. Fetch

WLR:dp  
Attachments

RE 14462

REMOVE FINISH ON TANKS  
& ALL (2) TANKS  
PHOSPHATE TANK - C - BLP

AREA LIGHT

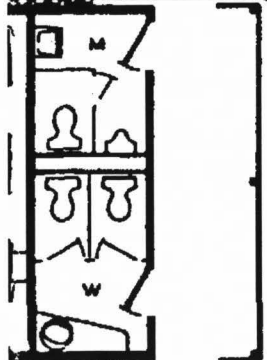
TRAVEL AREA

2" X 8" RDWD. HEADER BD

ELECT.  
60'-6"

6'-6"

TCA



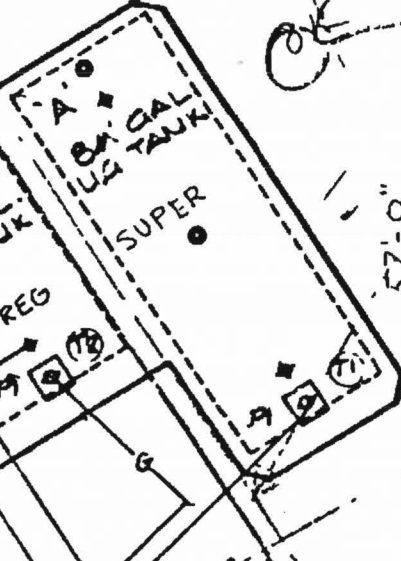
VE LITB

4'-0"

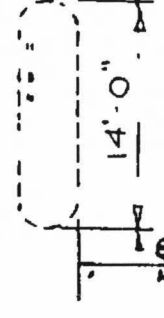
29'-0"

4'-0"

6" REINF. CONC. TANK SLAB



57'-0"

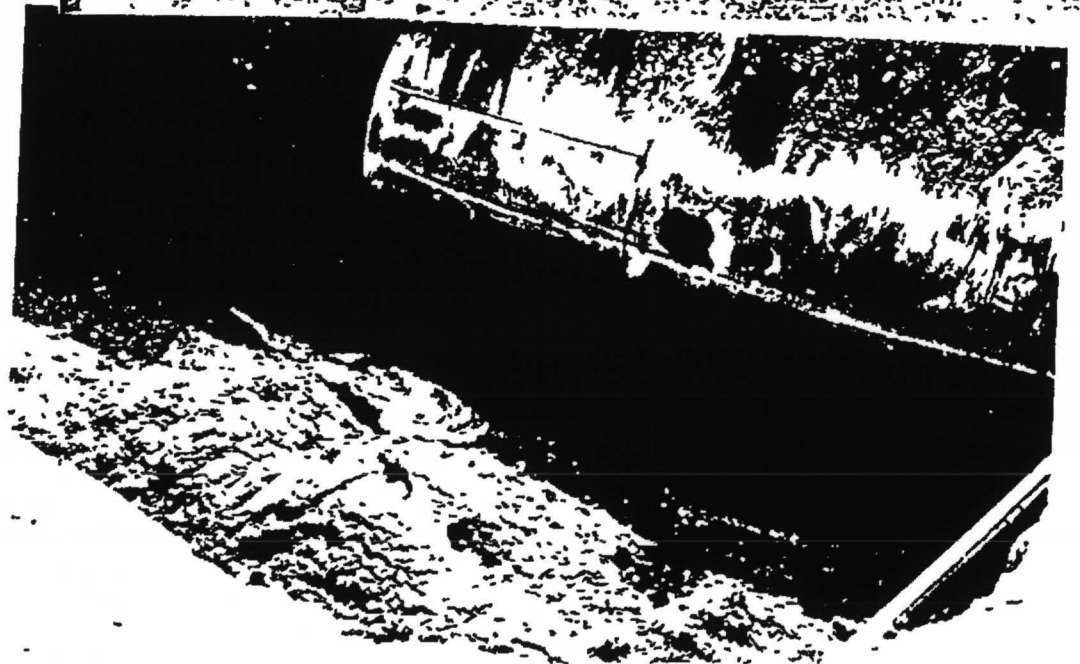
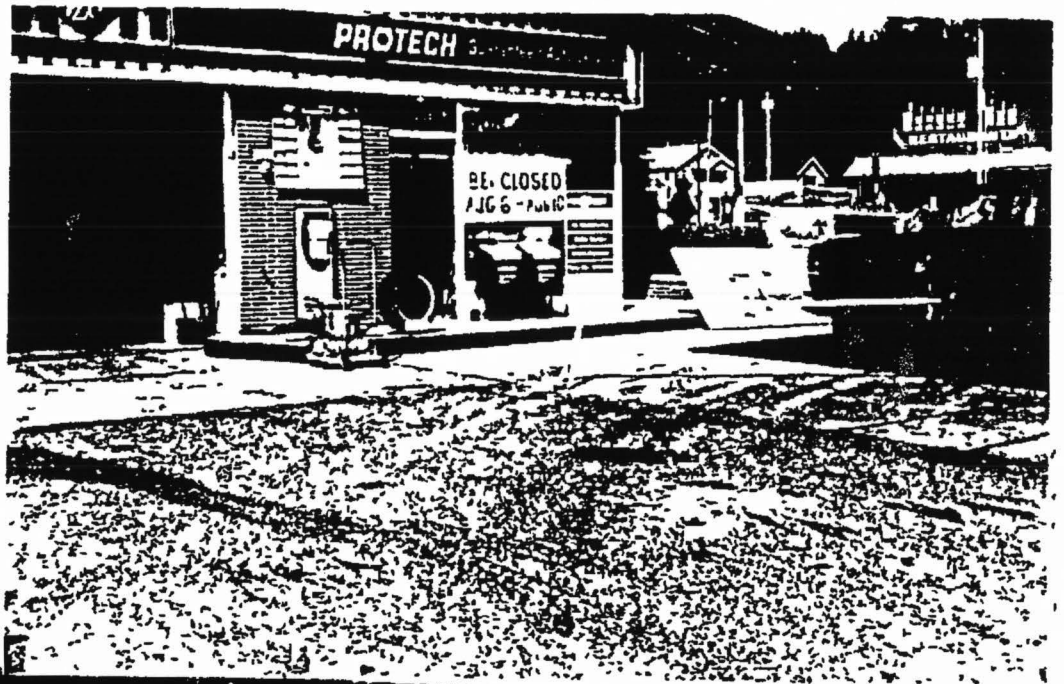
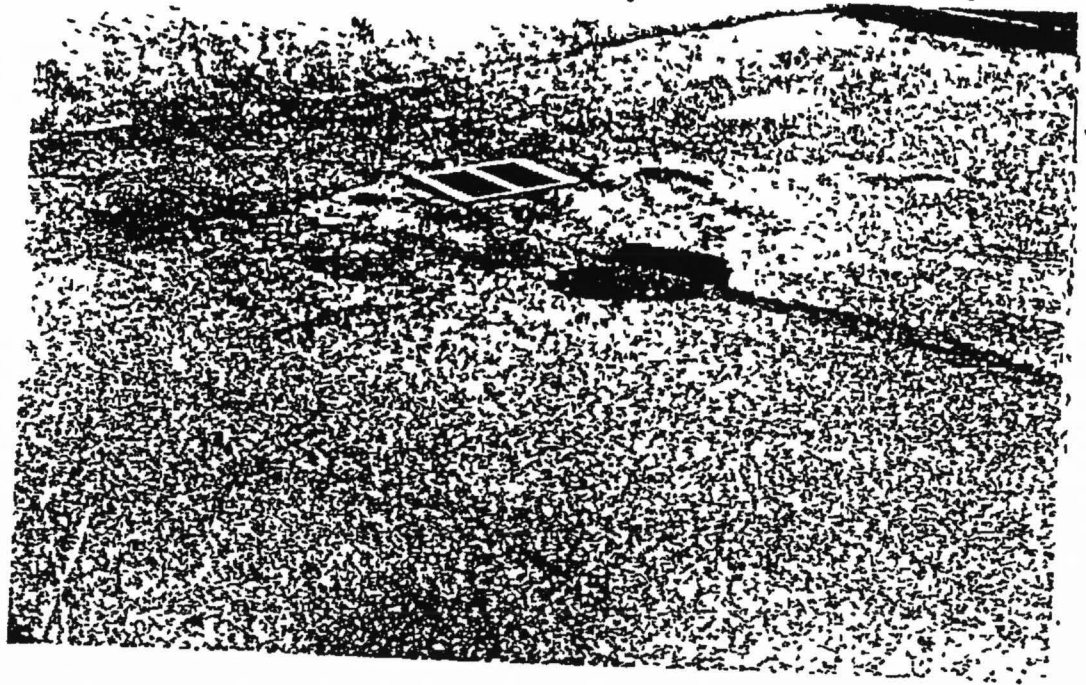


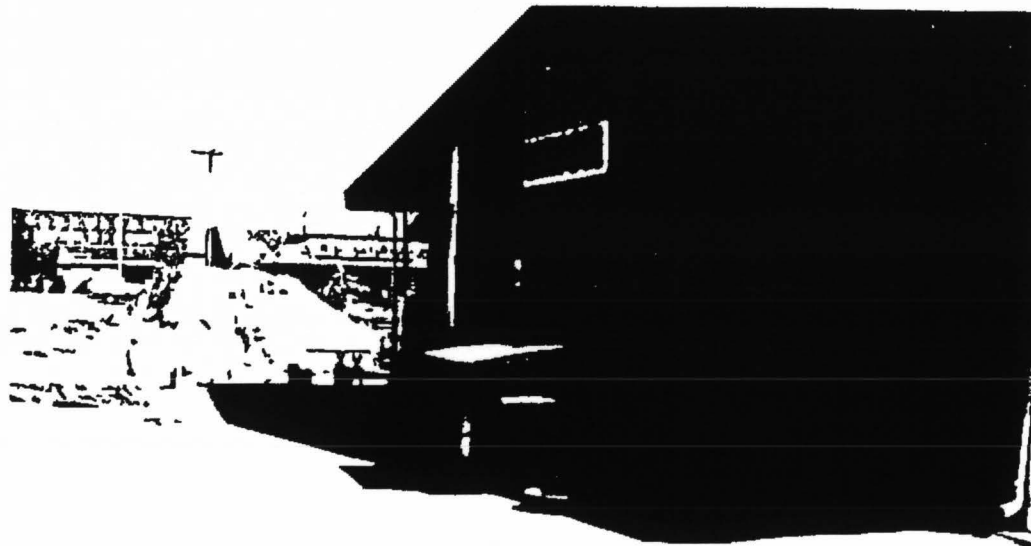
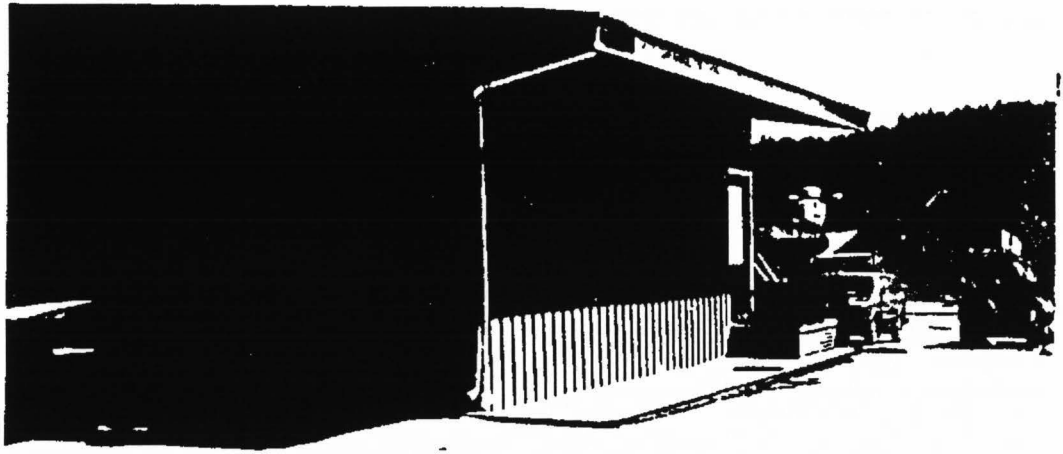
LAUNDRY SETBACK

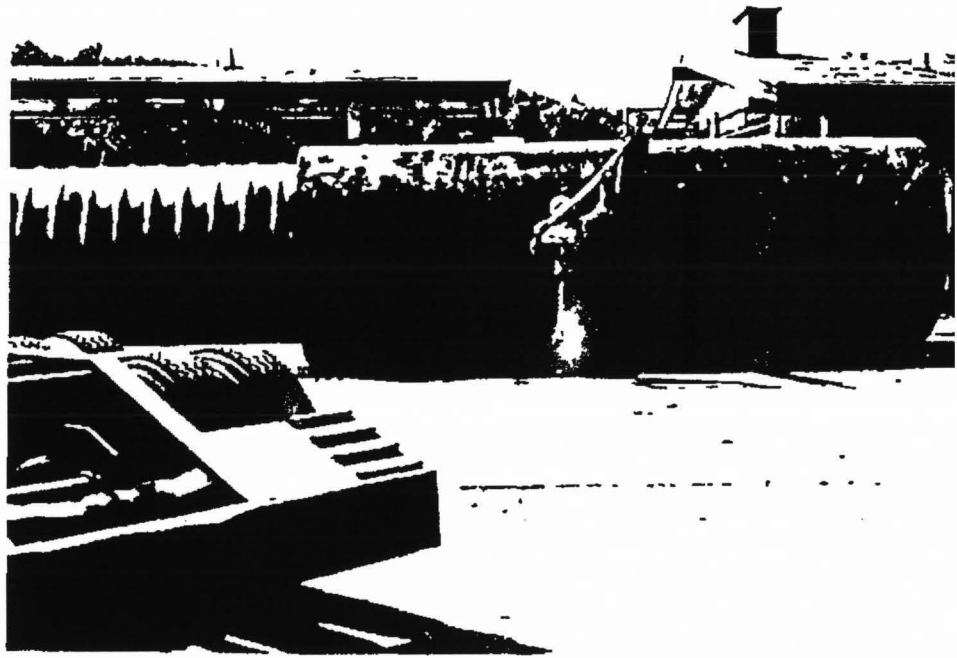
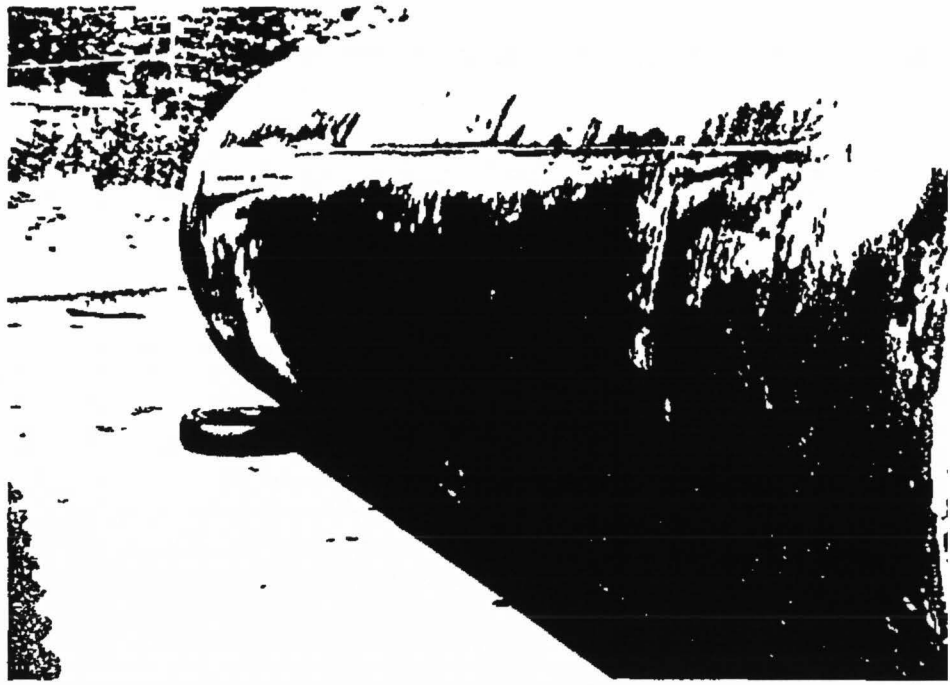
14'-0"

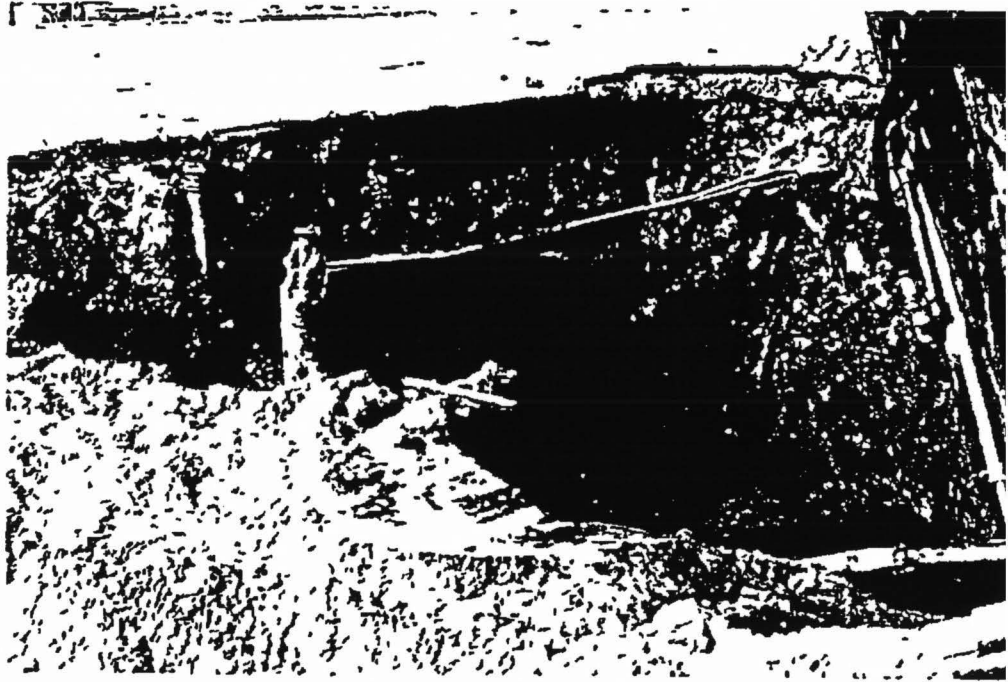
8'-6" LITS

8'-0"











FIBERGLASS TANK INSPECTION REPORT

SERVICE STATION NUMBER 6380

DEALER HARRIS PHONE 734-0139

200-36th St Bethlehem WA  
Address City State

CONTRACTOR S M E

INSPECTED BY Paul Papp

NAMES OF CREW JERRY WEISS

DATE 8/22/84 TIME 11:30 am

JOB STARTED 8-6-84

JOB FINISHED 8-10-84

DEALER UNABLE To sell gas 8-6-8 8-84  
dates

WEATHER CONDITIONS GOOD

DEALER UNABLE To use lube bays      (dates)

\*\*\*\*\*

	Yes	No	See Remarks
1 Have concrete slabs and A/C paving been neatly saw cut?	✓		
2 Were lead warning labels affixed to old tanks prior to removal from site?	✓		
3 Were fiberglass tanks tested prior to installation?	✓		
4 Is tank bury as specified?	✓		
5 Is there 2' 6" separation between tanks?	✓		
6 Does tank backfill material meet specifications?	✓		
7 Has backfill been completed to top of tank?	✓		
8 Have tanks been ballasted with the proper product?	✓		
9 Are there six inches of sand below new pipeline?	✓		
10 Are new lines completely supported on sand?	✓		
11 Are new lines buried a minimum of 18" deep?	✓		
12 Is there six inches separation between lines?	✓		
13 Do lines connect tanks and dispensers per plan?	✓		
14 Are swing joints provided at pumps?	✓		
15 Have leak detectors been installed on pumps?	✓		
16 Is all steel pipe wrapped per specifications?	✓		
17 Did all lines hold 40 psi air pressure for 30 minutes?	✓		
18 Did all lines hold 40 psi hydrostatic pressure?	✓		
19 Did contractor place sand bags on lines for air test?	✓		
20 Were tests made against check valve at turbine pump?	✓		
21 Were tests made against plug inserted at turbine pump?	✓		
22 Is backfill material free of stones, dirt clods, etc?	✓		
23 Has contractor been reminded to furnish "as built" drawing?	✓		
24 How does contractor tamper sand?			<u>Vibrator</u>

RES PL  
AUG 22 1984

REMARKS (8-6)-(8-8) closed for gas open 4pm  
on 8-8-84

Authority For Expenditure

Union Oil Company of California

DIVISION REGION OR COMPANY  
**NORTHWEST DIVISION**



AFE NUMBER  
 01 | 85 | 2068  
 DATE PREPARED  
 April 12, 1985

AFE TITLE - (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)

**REPLACE HOIST**

GROUP <b>25</b>	COST CENTER NUMBER <b>0006380</b>	LOCATION/ADDRESS <b>L-6380 200 - 36th Street Bellingham, Washington 98225</b>	<input type="checkbox"/> ADDITIONAL AUTHORIZATION
DCF RETURN ON INVESTMENT	REQUIRED THIS PROPOSAL <b>n/a</b> %		ORIGINAL AUTHORIZATION \$
ESTIMATED MONTHS TO COMPLETE <b>TWO</b>			ADDITIONAL COST \$
WRITE OFF OF ORIGINAL INVESTMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		CAPITAL BUDGET REPORT CODES	TOTAL AUTHORIZATION \$
BUDGETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANCELLATION		ENVIRONMENTAL AIR WATER LAND & OT	
MATERIAL TRANSFER OR EXCHANGE OR ASSETS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		LEASE OR RENTAL AGREEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CLASSIFICATION OF INVESTMENT ROI: A EXPANSION <input type="checkbox"/> B COST REDUCTION <input type="checkbox"/> NON ROI: C NECESSARY <input checked="" type="checkbox"/> D REQUIRED <input type="checkbox"/> E EXPERIMENTAL/OTHER <input type="checkbox"/>		DATA PROCESSING, TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		DETAILED COST ESTIMATE <b>Energy Property/None</b> <input type="checkbox"/> ATTACHED	

EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)

It is proposed to replace the existing single post hoist with a new Western single post hoist. Existing hoist is leaking 20 gallons of oil per week due to a hole in the cylinder and is considered a safety hazard

This type 300R, completed 5/72, has 2-bays and 2-pump islands. Site Lease expires 8/31/87 with 3-5 year options to renew. Facilities are Company owned.

Request approval of \$3,800.00.

APPROVED <i>[Signature]</i>	DATE <b>4/12/85</b>	AMOUNT REQUESTED	
APPROVED <i>[Signature]</i>	DATE <b>4/15/85</b>	CAPITAL	
		LAND	\$ _____
		FACILITIES	\$ <b>3,050</b>
		EXPENSE <b>920/626</b>	\$ <b>750</b>
		ACCOUNTS RECEIVABLE	\$ _____
		OTHER	\$ _____
		TOTAL	\$ <b>3,800</b>
		MEMO INVENTORY CHANGE	\$ _____
VICE PRESIDENT	DATE	EXECUTIVE COMMITTEE	DATE
PRESIDENT UNION 76 DIVISION	DATE	COMPTROLLER INITIAL 76 DIVISION CORPORAT	

TO UNION OIL CO.  
P.O. BOX 76  
SEATTLE, WA 98111

FROM

**PETROLEUM EQUIP. SERVICE**  
" O Box 211 St. 222 102"  
Washington Wash 98101

SUBJECT hoist leak at sta. #6380 (BELLINGHAM) DATE 1/1

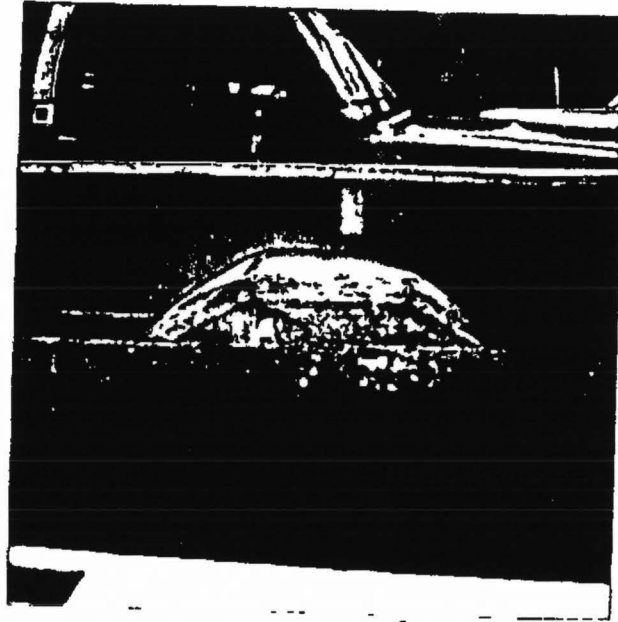
**MESSAGE** customer complained of loss of aprox 20 gals  
of hoist oil in a matter of days, from hoist in south  
tube bay. Test showed loss of 40 lbs. pressure in less  
than 5 minutes and a noticeable loss of oil under test.  
The hoist in the adjoining bay was replaced aprox. 1 year  
ago for the same reason. It was noted at that time the  
great amount of deterioration from electrolosis of that  
hoist. We assume, due to the circumstances, that  
the same condition exists and recommend re-  
placement of the hoist. We also recommend that  
a replacement hoist be available to install before  
excavation begins.

SIGNED

REDIFORM 45 468  
POLY PAK (50 SETS) 4P468

NO REPLY NECESSARY

REPLY REQUESTED - USE REVERSE SIDE  
CARBONLESS



part removed from  
SS # 4350

lacy;

This indurated  
of part removed from  
SS # 4350

This is my pocket  
knife stuck in outside  
case of hair, had a  
very bad hole and  
lots of deep pits  
R. H. White



August 1, 1985

Howard Harris and Mary E. Harris

RE: SERVICE STATION NO. 12-6380

200 - 36th Street

Bellingham, Washington 98225

LEASE AMENDMENT

This Lease Amendment is between Union Oil Company of California (Lessor) and HOWARD HARRIS and MARY E. HARRIS (Lessee). Referring to that certain Service Station Lease between us dated August 1, 1985 respecting the premises and facilities at above location; it is agreed that until this amendment is terminated in writing by either party upon no less than 30 days notice, that effective August 1, 1985, Lessee it hereby granted permission to use the premises for storing and selling Liquid Petroleum Gas (LPG).

Use of the premises for the herein described purpose shall be restricted to the area outlined in the color RED as noted on attached Exhibit "A".

If either party exercises its right to terminate this Lease Amendment for any reason, the provisions of your lease will upon the effective date of termination of this Lease Amendment be in full force and effect and Lessee shall cease as of that effective date the activities for which permission was hereunder granted. In all other respects said lease shall remain in full force and effect.

UNION OIL COMPANY OF CALIFORNIA

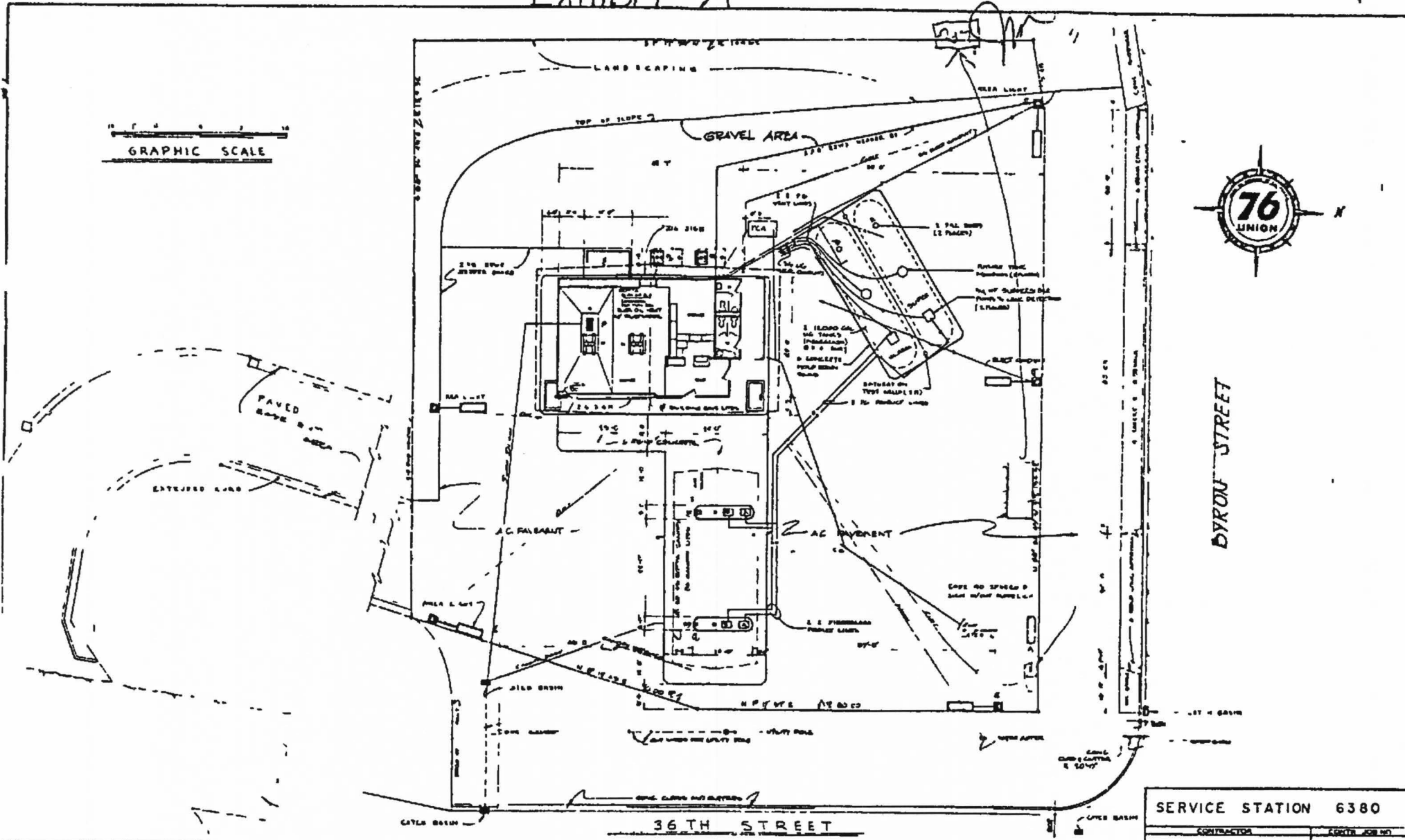
J. Z. Mason  
Area Manager Retail (Lessor)

Executed this 25 day of June, 19 85

Howard Harris  
Howard Harris (Lessee)

Mary E. Harris  
Mary E. Harris (Lessee)

# EXHIBIT "A"



NO.	REFERENCE DRAWINGS

NO.	REVISION	DATE

APPROVED FOR CONSTRUCTION	DATE

CONTRACTOR	PROJECT JOB NO.

**SERVICE STATION 6380**

GENERAL ARRANGEMENT  
36th ST & BYRON ST  
BELLINGHAM, WASHINGTON

FI-6380

UNION



It is mutually agreed that the written lease ("lease") between Union Oil Company of California ("Union"), as lessor and HOWARD HARRIS AND MARY E. HARRIS ("Dealer"), as lessee, dated August 1, 1985, respecting Dealer's right to occupy and use the real property situated in the City of Bellingham, County of Whatcom, State of Washington, described as follows

Union Oil Service Station No. 12-6380  
200 - 36th Street  
Bellingham, Washington

together with buildings and equipment listed in the lease, and the Retail Dealer Motor Fuel Purchase Contract ("supply agreement") between Union and Dealer, dated August 1, 1985, respecting the Dealer's purchase of motor fuels from Union, are cancelled, terminated, and of no further effect as of the 11th day of February, 1986

Dealer acknowledges this is an unconditional termination of the lease and/or supply agreement. Dealer further acknowledges Union is not bound by any promises or representations relating to this agreement, if any, unless made in writing and signed by an authorized manager of Union and attached to this agreement.

All obligations of Union and Dealer to the other under the lease and/or supply agreement are declared to be fully discharged and satisfied, except that this agreement does not discharge and satisfy Dealer's obligation to pay Union for all motor fuels and other products purchased from, or rental owed to, Union by Dealer to the effective date of termination of the lease and supply agreement.

Dealer may repudiate this agreement by written notice to Union sent by certified mail postmarked not more than seven (7) days following the date Dealer receives a copy of (i) this agreement signed by Union and Dealer, and (ii) the Summary of Title I of the Petroleum Marketing Practices Act prepared by the Office of the Secretary of Energy and published August 30, 1978, in Volume 43, No. 169 of the Federal Register.

Done this 14 day of Feb, 1986

Mary E. Harris  
Mary E. Harris  
Howard Harris  
Howard Harris Dealer

UNION OIL COMPANY OF CALIFORNIA

BY [Signature]  
Area Manager Retail

Dealer acknowledges receipt of a fully executed copy of this Retail Dealer Mutual Termination Agreement together with a copy of the Summary of Title I of the Petroleum Marketing Practices act on this

14 day of Feb, 1986 Howard Harris / Mary E. Harris  
Howard Harris Dealer Mary E. Harris

Trial Service Station Lease  
Union Oil Company of California



THIS IS A TRIAL SERVICE STATION LEASE UNION MAY ELECT NOT TO RENEW THIS LEASE UPON THE EXPIRATION OF ITS TERM UNION'S OBLIGATIONS TO RENEW LEASES PURSUANT TO SECTION 102 OF THE FEDERAL "PETROLEUM MARKETING PRACTICES ACT" ENACTED JUNE 19, 1978 DO NOT APPLY TO THIS TRIAL SERVICE STATION LEASE

STATION # 12-6380

DATE: February 12, 1986

LESSOR: Union Oil Company of California (Union)

Street Address 2901 Western Avenue

City and State Seattle, Washington Zip Code 98121

LESSEE: ROBERT M. PUTICH

Residence Address 1152 Grant Street

City and State Bellingham, Washington Zip Code 98225

**STATION PROPERTY.**

Street Address 200 S. 36th Street

City Bellingham

County and State Whatcom County, Washington Zip Code 98225

See Exhibits AI and AII for leased property description ("Station")

The provisions of this lease are set forth in the "Recitals" and "Terms and Conditions" (Paragraph 1 through 20) and Exhibits AI, AII, B, C, and D, attached hereto and made a part hereof. A subject matter index will be found at the end.

**LESSOR**

Union Oil Company of California

By [Signature]  
Area Manager Retail

**LESSEE**

[Signature]  
Robert M. Putich

## BUILDINGS, IMPROVEMENTS, FIXTURES &amp; EQUIPMENT

1 Service Station Building & Facilities \_\_\_\_\_

300R Type with 2 Lube Bays and  Single  Double Island Canopy

2 12,000 Gallon Underground Storage Tank(s)  Gasoline \_\_\_\_\_ Diesel \_\_\_\_\_

\_\_\_\_\_ Gallon Underground Storage Tank(s) \_\_\_\_\_ Gasoline \_\_\_\_\_ Diesel \_\_\_\_\_

\_\_\_\_\_ Gallon Underground Storage Tank(s) \_\_\_\_\_ Gasoline \_\_\_\_\_ Diesel \_\_\_\_\_

\_\_\_\_\_ Gallon Underground Storage Tank(s) \_\_\_\_\_ Gasoline \_\_\_\_\_ Diesel \_\_\_\_\_

\_\_\_\_\_ Gallon Underground Waste Oil Tank \_\_\_\_\_

\_\_\_\_\_ Gauge Stick(s) for Underground Tanks \_\_\_\_\_

2  Turbine Pumps 4 Dispensers  Suction Pumps \_\_\_\_\_ Nozzles

2 Island  Air and Water Reels  Air and Water Wells \_\_\_\_\_

\_\_\_\_\_ Island Display and Storage Cabinet(s) \_\_\_\_\_

1 3 H P Air Compressor  Vertical  Horizontal \_\_\_\_\_

\_\_\_\_\_ Overhead Air and Water Reels \_\_\_\_\_

1 Fire Extinguisher(s) \_\_\_\_\_

\_\_\_\_\_ Foot Work Bench with  Utility Cabinet  Storage Bin \_\_\_\_\_

\_\_\_\_\_ SIZE \_\_\_\_\_

\_\_\_\_\_ Utility Locker(s) \_\_\_\_\_

2 Auto Hoist (Rail or Frame Contact) with Accessories \_\_\_\_\_

1 Floor Safe and Keys \_\_\_\_\_

1 ~~Desk~~ Chair ~~Office~~ \_\_\_\_\_

\_\_\_\_\_ Settee \_\_\_\_\_

\_\_\_\_\_ Vanity Stool \_\_\_\_\_

\_\_\_\_\_ Display Counter(s) \_\_\_\_\_

\_\_\_\_\_ Heating Unit(s)  Electric Wall—Office  Forced Air—Entire Station \_\_\_\_\_

\_\_\_\_\_ Air Conditioning Unit(s) \_\_\_\_\_

2  276  376 Illuminated "76" Sphere Sign  76 Spheroid Sign \_\_\_\_\_

Other Sign 2 - 216 \_\_\_\_\_

---

2 Price Sign Poster Board(s) \_\_\_\_\_

\_\_\_\_\_ Certified Services Poster Board \_\_\_\_\_

6 Flood Light Poles 6 Flood Lights \_\_\_\_\_ Area Lights \_\_\_\_\_

2 Manuals  Service Station Products Manual  Credit Card Guide \_\_\_\_\_

TBA Application Data  Yearly Service Guide \_\_\_\_\_

\_\_\_\_\_ Tire Cabinet(s) \_\_\_\_\_

2 Credit Card Imprinter(s) \_\_\_\_\_

2 Cash Box \_\_\_\_\_

\_\_\_\_\_ Pedestal \_\_\_\_\_

\_\_\_\_\_ Swivel \_\_\_\_\_

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

FAX TO: Cathy Nash  
LOCATION: 911 Bell 13<sup>th</sup> Floor  
# PAGES: 3  
DATE/TIME: 2/27  
FROM: Rick Tachert

November 12, 1986

Bellingham Floral & Investment Co.  
P. O. Box C97052  
Seattle, Washington 98124

Dear Sirs:

RE: SERVICE STATION NO. 6380  
BYRON/SAMISH  
BELLINGHAM, WASHINGTON

Reference is made to that certain Agreement dated March 29, 1967 between yourselves as Lessor, and The American Oil Company, Lessee, assigned to Union Oil Company of California, dba UNOCAL, by Assignment of Lease dated April 10, 1972.

Paragraph No. 2 of said Agreement extended subject lease term to August 31, 1987.

Please be advised that UNOCAL wishes to extend subject lease for an additional five (5) year term expiring August 31, 1992. All other terms as set forth in the original Agreement and Assignment of Lease will remain the same.

Very truly yours,

J. E. MASON  
Manager Real Estate

TRL:ld

cc: D. H. Larson  
J. E. Mason  
J. R. Watanabe

cc: J. HARVEY - Schenck

UNOCAL CORPORATION

1986 ENVIRONMENTAL  
COMPLIANCE REPORT

DATE: 5/19/87

UNION OIL SERVICE STATION  
200 S. 36TH ST.  
BELLINGHAM, WA 98225

6380

CLEAN AIR REQUIREMENTS

Air Pollution Control Authorities generally require emission sources to either obtain Permits to Operate, or to register as a source with the control authorities. New equipment capable of changing the emission of pollutants (either increasing or decreasing) requires a Permit to Construct from the control authority.

- A. LIST ALL VALID AIR POLLUTION CONTROL PERMITS TO OPERATE, EXPIRATION DATES, AND EQUIPMENT COVERED:

<u>PERMIT NUMBER</u>	<u>ISSUING AGENCY</u>	<u>EXPIRATION DATE</u>	<u>EQUIPMENT/LOCATION</u>	<u>CONTROLLED POLLUTANT</u>
--------------------------	---------------------------	----------------------------	---------------------------	---------------------------------

N/A

UNDERGROUND STORAGE TANK NOTIFICATION

RCRA requires owners of underground storage tanks, including those taken out of service, to have notified the designated State or local authority of the existence of their tanks by May 8, 1986. The law applies to underground storage tanks that store or have stored petroleum or hazardous substances.

## A. LIST ALL TANKS REQUIRING NOTIFICATION:

<u>FACILITY</u>	<u>TANK NUMBER</u>	<u>TANK CAPACITY</u>	<u>SUBSTANCE STORED</u>	<u>DATE OF NOTIFICATION</u>
SERVICE STATION		12,000	GASOLINE	4-1-86
/		12,000	✓	/
		550	USED OIL	/

State of Washington  
Department of Ecology

B. WHAT AGENCY WAS GIVEN NOTIFICATION: \_\_\_\_\_

C. WHO IS THE PERSON AUTHORIZED TO SIGN UNDERGROUND STORAGE STATEMENTS FOR THIS FACILITY?

NAME: A. L. BARONETITLE: MGR., MAINT. & CONST.

D. HAVE ANY UNDERGROUND TANKS BEEN ABANDONED IN 1986? NO

E. ARE THERE PLANS TO ABANDON OR RETROFIT ANY UNDERGROUND TANKS? NO

F. IF THE ANSWER TO ANY OF THE LATTER TWO QUESTIONS IS "YES", SHOW THE TANK NUMBER, FUEL STORED AND DATE OF AGENCY NOTIFICATION OR ESTIMATED DATE OF ABANDONMENT/RETROFIT.

STATE UNDERGROUND STORAGE TANK MONITORING

In addition to registering underground storage tanks, some states require that they be permitted and have an approved monitoring system for preventing or identifying leakage to soil or ground water. Further, new underground tanks must be installed per state regulations and specifications.

A. EXISTING UNDERGROUND STORAGE TANKS HAVE PERMITS FROM NONE  
AND STORE \_\_\_\_\_

B. THE MONITORING SYSTEM BEING USED INCLUDES WHICH OF THE FOLLOWING COMPONENTS:

	<u>YES</u>	<u>NO</u>
TANK TESTING		X
VADOSE ZONE MONITORING		X
GROUND WATER MONITORING		X
SOIL SAMPLING		X
INVENTORY RECONCILIATION	X	
PIPING LEAK DETECTION	X	

C. LEAKS IDENTIFIED IN 1986 WERE: NONE

D. NEW UNDERGROUND STORAGE TANKS INSTALLED IN 1986 ARE: NONE

	<u>YES</u>	<u>NO</u>
DOUBLE WALL STEEL/FIBERGLASS WITH MONITORING SPACE BETWEEN THE TWO SHELLS.		
DOUBLE WALL STEEL CATHODICALLY PROTECTED WITH MONITORING SPACE		
BASINED SECONDARY CONTAINER WITH A MEMBRANE LINER AND STEEL OR FIBERGLASS TANKS		

WITH THE EXCEPTION OF THE ABOVE IDENTIFIED VIOLATIONS AND EXCEEDANCES, TO THE BEST OF MY KNOWLEDGE THIS FACILITY HAS BEEN IN COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL AND HEALTH RULES, REGULATIONS AND REQUIREMENTS.

SIGNATURE OF MANAGER: PHIL WOLFE  
*Phil Wolfe*  
DATE: MAY 14 1987

DIVISION OR COMPANY  
**NORTHERN  
 DIVISION**

Authority For Expenditure  
 Unocal Refining & Marketing Division

AFE NUMBER  
**03-89-5411**  
 DATE PREPARED  
**08/23/89**

**UNOCAL** SEP 08 1989

AFE TITLE (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)  
**LEAK PREVENTION PROGRAM - NORTHERN DIVISION PHASE II**

GROUP <b>25</b>	COST CENTER NUMBER <b>VARIOUS</b>	LOCATION ADDRESS  <b>SEE ATTACHED LIST OF 28 SERVICE STATIONS, OREGON AND WASHINGTON</b>	<input type="checkbox"/> ADDITIONAL AUTHORIZATION		
DCF RETURN ON INVESTMENT	REQUIRED <b>NONE</b> %		ORIGINAL AUTHORIZATION	\$	
	THIS PROPOSAL <b>N/A</b> %		ADDITIONAL COST	\$	
ESTIMATED MONTHS TO COMPLETE			TOTAL AUTHORIZATION	\$	
WRITE OFF OF ORIGINAL INVESTMENT	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CAPITAL BUDGET REPORT CODES	LAND	FACILITIES	
BUDGETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANCELLATION			15	7MR 028
MATERIAL TRANSFER OR EXCHANGE OF ASSETS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	ENVIRONMENTAL DOLLARS	AIR	WATER	LAND & OTH
CLASSIFICATION OF INVESTMENT			\$	\$ 28K	\$
ROI	NON ROI	LEASE OR RENTAL AGREEMENT		<input type="checkbox"/> YES	<input checked="" type="checkbox"/>
<input type="checkbox"/> A EXPANSION	<input type="checkbox"/> C NECESSARY	DATA PROCESSING TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT		<input type="checkbox"/> YES	<input checked="" type="checkbox"/>
<input type="checkbox"/> B COST REDUCTION	<input checked="" type="checkbox"/> D REQUIRED	DETAILED COST ESTIMATE		<input checked="" type="checkbox"/>	ATTACHED
	<input type="checkbox"/> E EXPERIMENTAL / OTHER				

EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)

THIS EXPENDITURE IS REQUESTED TO PRECISION TEST THE UNDERGROUND WASTE OIL TANKS LOCATED AT THE ATTACHED LISTED SERVICE STATION FACILITIES.

PRECISION TESTING IS REQUIRED BY STATE REGULATIONS ON 25 YEAR OLD UNDERGROUND TANKS.

**MARKETING**  
**SEP 13 1989**  
**GENERAL FILES**

APPROVED <i>T. J. Torrey</i> 8/25/89	DATE	AMOUNT REQUESTED	
APPROVED <i>DA Hill</i> 9/8/89	DATE	CAPITAL	
APPROVED	DATE	LAND	
APPROVED	DATE	FACILITIES	\$
VICE PRESIDENT	DATE	EXPENSE 920-629	\$ 28,000.00
PRESIDENT UNOCAL REFINING & MARKETING DIVISION / DATE	EXECUTIVE COMMITTEE	ACCOUNTS RECEIVABLE	\$
	DATE	OTHER	\$
		TOTAL	\$ 28,000.00
		MEMO INVENTORY CHANGE	\$
		COMPTROLLER'S INITIAL	
		REF & MKT G	CORPORATE





PREPARED BY	CHECKED BY	DATE	PAID
-------------	------------	------	------

SUBJECT	NORTHERN DIVISION	WO & FE NO
---------	-------------------	------------

WASTE OIL ONLY

Oregon Units  
Unit Numbers

Washington Units  
Unit Numbers

3613  
3895  
4398  
4429  
4458  
4437  
4768  
4810  
4946  
4951  
5412  
5829  
12

0606      4858  
1701      5149  
3589      5168  
3728      ~~5532~~  
3774      6380  
3989      1716  
4112  
4442  
4518  
4704  
4834  
4836

TOTAL      **2928**

MARKETING  
SEP 13 1989  
GENERAL FILES

DIVISION OR COMPANY  
NORTHERN DIVISION

Authority For Expenditure  
Unocal Refining & Marketing Division

APE NO. 71-22  
DATE 10/16/89  
REQ



**APE TITLE (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)**  
SPILL CONTAINMENT MANHOLES

GROUP 25	COST CENTER NUMBER Various	LOCATION ADDRESS SPILL CONTAINMENT MANHOLES WASHINGTON	<input type="checkbox"/> ADDITIONAL AUTHORIZATION
DCF RETURN ON INVESTMENT	REQUIRED % n/a	LEAK PREVENTION - PHASE II	ORIGINAL AUTHORIZATION \$
ESTIMATED MONTHS TO COMPLETE Three	THIS PROPOSAL % n/a	4101	ADDITIONAL COST \$
WRITE OFF OF ORIGINAL INVESTMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	BUDGETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANCELLATION	CAPITAL BUDGET REPORT CODES	TOTAL AUTHORIZATION \$
MATERIAL TRANSFER OR EXCHANGE OF ASSETS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CLASSIFICATION OF INVESTMENT	ENVIRONMENTAL DOLLARS	LAND FACILITIES AIR WATER LAND \$ 0 \$ 9,300 \$ 0
ROI <input type="checkbox"/> A EXPANSION <input type="checkbox"/> B COST REDUCTION	NON ROI <input checked="" type="checkbox"/> C NECESSARY <input type="checkbox"/> D REQUIRED <input type="checkbox"/> E EXPERIMENTAL / OTHER	LEASE OR RENTAL AGREEMENT <input type="checkbox"/> YES	DATA PROCESSING TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT <input type="checkbox"/> YES
		DETAILED COST ESTIMATE	<input checked="" type="checkbox"/> ATTACHED

**EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)**

Energy Property/None

It is proposed to install spill containment manholes on Motor Fuel, Furnace, and Waste Oil tank fill risers on previously installed FRP tanks at three Washington service stations to meet current EPA standards.

The following service stations are covered by this AFE:

SS#	CITY/STATE	FEE/LEASE	LEASE EXP	# MANHOLES	MAS M. GAL	
L-4722	Centralia	Leased	4/30/91	4	44.9	✓
L-5353	Seattle	Fee	N/A	4	273.7	✓
L-6380	Bellingham	Leased	8/31/92	4	58.7	✓

Request approval of \$9,300.

APPROVED <i>David W. Hanson</i> DATE 10/19/89	AMOUNT REQUESTED	CAPITAL		
APPROVED <i>T. J. ...</i> DATE 10/31/89		LAND	\$	
APPROVED <i>[Signature]</i> DATE		FACILITIES	\$	
APPROVED		EXPENSE	921/629	\$ 9,300
APPROVED		ACCOUNTS RECEIVABLE		\$
APPROVED	OTHER		\$	
VICE PRESIDENT	TOTAL		\$ 9,300	
PRESIDENT UNOCAL REFINING & MARKETING DIVISION/DATE	MEMO INVENTORY CHANGE		\$	
	EXECUTIVE COMMITTEE	DATE	COMPTROLLER'S INITIALS REF & MKT G CORPOR	

V. L. Carlson

MADE BY \_\_\_\_\_  
CHECKED BY \_\_\_\_\_  
APPROVED 10/15/89  
DATE 1  
ESTIMATE NO \_\_\_\_\_  
W O NO \_\_\_\_\_  
DEPT NO \_\_\_\_\_  
A F E NO 1  
SHEETS SHEET NO \_\_\_\_\_

Estimate

# UNOCAL 76

Three Service Stations  
L-4722, L-5353, L-6380  
Washington

ITEM NO	QUANTITY AND ITEM	MATERIAL COST	LABOR COST	OTHER CHARGES	TOTAL
	<u>SCOPE OF WORK</u>				
	Install spill containment manholes on motor fuel, furnace and waste oil tanks, a overfill protection on previously installed FRP tanks to meet current EPA standard				
	<u>SUMMARY OF COSTS</u>				
	Expense	0,700			
	Capital	0			
	<b>TOTAL CONSTRUCTION COST</b>		8,700		
	Permit, Contingencies & Sales Tax		600		
	<b>TOTAL ESTIMATED COST</b>			9,300	
	<u>PRORATED COSTS</u>				
	Expense	9,300			
	Capital	0			
	<b>TOTAL PRORATED COST</b>			9,300	
	<u>ESTIMATED COST</u>				
	<u>EXPENSE</u>				
	Remove and replace sections of concrete	2,100			
	Provide & install spill containment hardware	6,600			
	<b>TOTAL EXPENSE</b>		9,300		
	<u>CAPITAL</u>	0			
	<b>TOTAL CAPITAL</b>	0			
	Capital:	0			
	Expense:	19,300			

MARKETING  
NOV 20 1989  
GENERAL FILES

DIVISION OR COMPANY

**WESTERN MARKETING  
NORTHERN DIVISION**

**Authority For Expenditure**  
Unocal Refining & Marketing Division

AFE NUMBER  
**03-91-6479**

DATE PREPARED  
**01/05/91**

**UNOCAL** 

AFE TITLE (NOT TO EXCEED 60 CHARACTERS INCLUDING SPACES)

**LEAK PREVENTION PROGRAM WESTERN REGION - PHASE II**

GROUP <b>25</b>	COST CENTER NUMBER <b>VARIOUS</b>	LOCATION ADDRESS <b>17 VARIOUS UNOCAL SERVICE STATIONS ( SEE ATTACHED LIST )  WASHINGTON</b>	<input type="checkbox"/> ADDITIONAL AUTHORIZATION
DCF RETURN ON INVESTMENT	REQUIRED NONE % THIS PROPOSAL N/A %		ORIGINAL AUTHORIZATION \$
ESTIMATED MONTHS TO COMPLETE			ADDITIONAL COST \$
			TOTAL AUTHORIZATION \$
WRITE OFF OF ORIGINAL INVESTMENT	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	CAPITAL BUDGET REPORT CODES	LAND
BUDGETED	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> CANCELLATION		FACILITIES
MATERIAL TRANSFER OR EXCHANGE OF ASSETS	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	EXP/ROI METRIC DOLLARS	AIR WATER LAND & OTH
CLASSIFICATION OF INVESTMENT			
ROI	NON ROI		
<input type="checkbox"/> A EXPANSION	<input type="checkbox"/> C NECESSARY		
<input type="checkbox"/> B COST REDUCTION	<input checked="" type="checkbox"/> D REQUIRED		
	<input type="checkbox"/> E EXPERIMENTAL / OTHER		
			<input type="checkbox"/> LEASE OR RENTAL AGREEMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
			<input type="checkbox"/> PROCESSING TELECOMMUNICATIONS OR COMPUTER BASED PROCESS CONTROL EQUIPMENT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
			<input checked="" type="checkbox"/> ATTACHED COST ESTIMATE

EXPENDITURE JUSTIFICATION (INCLUDES PROJECT DESCRIPTION AND ECONOMIC JUSTIFICATION)

THIS EXPENDITURE IS REQUESTED TO PRECISION TEST THE UNDERGROUND TANKS LOCATED AT THE ATTACHED LIST OF SERVICE STATION FACILITIES.

PRECISION TESTING IS REQUIRED BY STATE REGULATIONS AS AN ANNUAL REQUIREMENT.

THESE SITES HAVE STEEL TANKS INSTALLED PRIOR TO 1975 AND COMPLY WITH EPA TESTING REQUIREMENTS BY TANK AGE.

**MARKETING**

**MAR 18 1991**

**GENERAL FILES**

APPROVED <i>[Signature]</i> DATE <b>1/11/91</b>	AMOUNT REQUESTED
APPROVED <i>[Signature]</i> DATE <b>2/28/91</b>	CAPITAL \$ _____
APPROVED	LAND \$ _____
APPROVED	FACILITIES \$ _____
APPROVED	EXPENSE <b>920-629</b> \$ <b>27,200.00</b>
APPROVED	ACCOUNTS RECEIVABLE \$ _____
APPROVED	OTHER \$ _____
APPROVED	TOTAL \$ _____
VICE PRESIDENT	MEMO INVENTORY CHANGE \$ _____
PRESIDENT UNOCAL REFINING & MARKETING DIVISION / DATE	EXECUTIVE COMMITTEE DATE
	COMPTROLLER'S REF & MKTG CORP



APPENDIX C

WHATCOM LAND TITLE COMPANY, INC.

2011 Young Street  
P O Box 516  
Bellingham, WA 98227

PROPERTY HISTORY REPORT

GEOENGINEERS  
8410 154TH AVE NE  
REDMOND, WA 98052  
Attn LUCY CAMPOS

GeoEngineers

MAR 21 1995

Fee \$225.00  
Tax \$ 17.55  
Total \$242.55

Routing  
File

*Lucy*

Order No W-34323

Effective Date March 13, 1995

A Name of Assured GEO ENGINEERS

B The Land referred to in this report is situate in the county of Whatcom, State of Washington and described as follows

THAT PORTION OF LOT 1, BLOCK 1, IN SAID CLAU REPLAT OF A PORTION OF CH ADSIT'S ADDITION TO SEHOME AND CARTERS' 2ND ADDITION TO FAIRHAVEN, DESCRIBED AS FOLLOWS

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID REPLAT, THENCE NORTH 88 DEGREES 36'45" WEST ALONG THE NORTH LINE OF SAID LOT 1, 134 52 FEET TO AN INTERSECTION WITH A CURVE TO THE LEFT OF 532 96 FEET RADIUS, THE CENTER OF WHICH BEARS SOUTH 6 DEGREES 28'00" EAST, THENCE ALONG SAID CURVE TO THE LEFT 15 48 FEET, THENCE SOUTH 1 DEGREE 17'30" WEST 144 62 FEET, THENCE SOUTH 88 DEGREES 36'45" EAST 129 32 FEET TO THE EASTERLY LINE OF SAID LOT 1, THENCE NORTH 18 DEGREES 19'45" EAST 70 00 FEET, THENCE NORTH 1 DEGREE 17'30" EAST 80 00 FEET TO THE POINT OF BEGINNING

SITUATE IN WHATCOM COUNTY, WASHINGTON

C Whatcom Land Title Company, Inc certifies that an examination of the public records of Whatcom County, Washington discloses the following deeds, Real Estate Contracts, leases, and/or memoranda thereof describing the land referred to in this report recorded during the period beginning May 14, 1919 and ending on the effective date of above

Continued on Next Page

The public records are those records established under state statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers of value and without knowledge

- 1     Type of Document           Quit Claim Deed  
       Recording No            218108  
       Date                    May 14, 1919  
       First Party             T W GILLETTE, et ux  
       Second Party            H L DICKINSON  
       Affects                 Said premises and other property
  
- 2     Type of Document           County Deed  
       Recording No            401202  
       Date                    September 28, 1931  
       First Party             EDITH M THORNTON, COUNTY TREASURER  
       Second Party            W M WHITWORTH  
       Affects                 Said premises and other property
  
- 3     Type of Document           Warranty Deed  
       Recording No            581536  
       Date                    September 15, 1943  
       First Party             WILLIAM WHITWORTH  
       Second Party            C W SHEFFER, et al  
       Affects                 Said premises and other property
  
- 4     Type of Document           Statutory Warranty Deed  
       Recording No            726714  
       Date                    November 14, 1950  
       First Party             C W SHEFFER, et al  
       Second Party            BELLINGHAM FLORAL AND NURSERY CO , INC ,  
                                  A Washington Corporation  
       Affects                 Said premises and other property
  
- 5     Type of Document           Quit Claim Deed  
       Recording No            833454  
       Date                    March 16, 1957  
       First Party             PETER CLAUS, et al  
       Second Party            CHARLES CLAUS, a single man  
       Affects                 1/5 interest in said premises and other property

Continued on Next Page

Order No W-34323

6	Type of Document	Quit Claim Deed
	Recording No	833455
	Date	March 18, 1957
	First Party	PETER CLAUS, et al
	Second Party	GLENN CLAUS and CAROL CLAUS, husband and wife
	Affects	1/5 interest in said premises and other property
7	Type of Document	Deed
	Recording No	847841
	Date	December 6, 1957
	First Party	MELVIN CLAUS and JOAN CLAUS, husband and wife
	Second Party	GLENN CLAUS, et al
	Affects	Said premises and other property
8	Type of Document	Quit Claim Deed
	Recording No	924661
	Date	February 1, 1962
	First Party	GLENN CLAUS and CAROL CLAUS, husband and wife
	Second Party	PETER CLAUS, et al
	Affects	Said premises and other property
9	Type of Document	Lease
	Recording No	1026843
	Date	May 16, 1967
	First Party	PETER CLAUS, et al
	Second Party	THE AMERICAN OIL COMPANY
	Affects	Said premises
10	Type of Document	Quit Claim Deed
	Recording No	900815008
	Date	August 15, 1990
	First Party	AGNES CLAUS, a widow
	Second Party	AGNES CLAUS and CHARLES CLAUS, Trustees
	Affects	Said premises

WHATCOM LAND TITLE COMPANY, INC.

By David P. Morris



N-34323

Mode: INQUIRY

Real Property

Auto Roll: OFF

Parcel # 380331 420054 0000 Tax Yr 96  
 Taxpayer # UNIO 4000 UNION OIL CO OF CALIFORNIA T/P Chg Date 3/18/91  
 \* Title Owner # CLAU 0601 AGNES & CHARLES CLAU TR 1/3 & T/P Chg By KMM  
 \* Contract Own # Loan #  
 Plat/Condo Type PL Code CLAU 1020 Blk 1 Lot 1 Unit Dock  
 Description CLAU REPLAT  
 BLK: 1 PTN OF LOT 1 DAF-BEG AT NE COR Chg Date 7/26/92  
 OF LOT 1-TH N 88 DEG 36'45" W ALG N LI Chg By KMW  
 TO LOT 1 134.52 FT TO INTERS WI CURVE Chg Rs RV  
 TO LEFT RADIUS 532.96 FT-TH ALG SD CURVE  
 Tax Code 0100 BELLINGHAM 501 Land Use 5530 GAS SERV STA  
 Zoning Code C COMMERCIAL Tax Stat TX TAXABLE Reval C  
 Chg Rs Fire Pt Ac Total Acres 48 .48  
 Improved Land Unimproved Land Timberlands Land Improvements Total  
 Acres Value Acres Value Acres Value A V A V A V  
 48 283500 283500 64975 348475  
 F/M  
 New/C O/AV Mob Home AV Sub Cd Int%  
 Br Cit Cd Reg Exmpt Exc Exmpt Reg Exmpt O/R  
 Lien Date AF # As-Tx Yr App # Agr #  
 AS 420154

Inquiry

Tax Receivable  
Real Property

Auto Roll: OFF

Parcel # 380331 420054 0000 - 00 Date 031595  
 UNION OIL CO OF CALIFORNIA  
 UNIO4000 TAX DIVISION  
 P O BOX 7600  
 LOS ANGELES, CA 90051

FC

Yr	Tax	Assessment	Penalty	Interest	Tran #	Op	Date
95	4,370.95	90.00			4,460.95	Due	4/30/95
94	4,328.23	90.00					
93	4,815.09	90.00					
92	3,369.71						
91	3,240.90						
90	2,821.43						

Dated this thirteenth day of May, 1919.

Signed, sealed and delivered in presence of

Herbert K. Doane  
Jessie M. Doane.

\*\*\*\*\*  
\$2.00 I R Stamp  
attached & canceled  
\*\*\*\*\*

State of Washington;  
County of Whatcom; ss.

I, W. A. Eckardt, a Notary Public, do hereby certify that on the thirteenth day of May, 1919, personally appeared before me Herbert K. Doane and Jessie M. Doane, husband and wife, to me known to be the individuals described in, and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 13th day of May, A D 1919.

\*\*\*\*\*  
W. A. Eckardt, Notary Public  
Commission expires Nov 20,  
1921, State of Washington.  
\*\*\*\*\*

W. A. Eckardt, Notary Public in  
and for the State of Washington,  
residing at Bellingham, Wash, in  
said County.

Received for Record at 3:45 P.M., May 14, A D 1919, and recorded at request of W.A. Roeder. \_\_\_\_\_, County Auditor Whatcom Co, Wash.

JW  
M

NO. 219108. T. W. Gillette et ux. vs. H. L. Dickinson. Quitclaim Deed.

THIS INSTRUMENT, made this Sixth day of May in the year of our Lord, One Thousand Nine Hundred and Nineteen, between T. W. Gillette and L. S. Gillette, his wife, the parties of the first part, and H. L. Dickinson, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar, -- of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents receive, release and forever quit-claim unto the said party of the second part, and to his heirs and assigns the following described tract, lot or parcel of land, situated lying and being in the County of Whatcom, State of Washington, particularly bounded and described as follows, to-wit:-

Lots (1) One to (8) eight all inclusive, in block (4) four, in Carters 2nd. Addition to Fairhaven, according to the plat thereof on file in the Auditors office of Whatcom County, Washington.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To have and to hold, all and singular, the said premises, together with the appurtenances unto said party of the second part, and to his heirs and assigns forever.

In Witness Whereof, the said parties of the first part, have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in Presence of  
- - - -

T. W. Gillette (Seal)  
L. S. Gillette (Seal)  
by I. W. Gillette,  
Atty in fact.

State of Washington;  
County of Whatcom; ss.

I, C. J. Freygang, do hereby certify that on this 6th. day of May 1919, personally appeared before me T. W. Gillette, L. S. Gillette, by T.W.Gillette her attorney in fact, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 6 day of May A D 1919.

\*\*\*\*\*  
C. J. Freygang, Notary Public \*  
Commission expires Aug, 27, \*  
1921. State of Washington. \*  
\*\*\*\*\*

C. J. Freygang, Notary Public in and  
for the State of Washington, residing  
at Bellingham in said County.

Received for Record at 3:50 P.M., May 14, A D 1919, and recorded at request of H.L. Dickinson. \_\_\_\_\_, County Auditor Whatcom Co, Wash.

*Handwritten initials*

NO. 218111. Annie Larson. TO. The Public. Affidavit.

Re title to the West Half of the Southeast quarter of Section thirty (30) Township forty (40), North of Range four (4) East of T.M.

State of Washington;  
County of Whatcom; ss.

Annie Larson, being first duly sworn upon oath says: That she is the widow of Swan Larson, deceased, and is at present the owner of the above described property, that the true and correct surname of her husband Swan Larson is spelled Swan

signed, a Notary Public in and for the State of Washington, duly commissioned and sworn personally came Celia A. Raymond, a widow, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

\*\*\*\*\*  
Thos. J. Stiger, Notary Public  
Commission expires July 23, 1928  
State of Washington  
\*\*\*\*\*

Thos. J. Stiger, Notary Public in and for the State of Washington, residing at Everett

Received for record at 2:10 P. M. Sep. 24, A. D. 1931, and recorded at request of Nellie M. Welcome L. P. Thurmond, Co. Auditor of Whatcom Co. Wash.

COMPANED 97  
802  
8-1

No. 401202 Edith M. Thornton, Co. Treas To Wm. Whitworth Co. Deed  
State of Washington:  
County of Whatcom : ss No. 1354

This instrument, made this 16th day of February, 1925, between Edith M. Thornton, as Treasurer of Whatcom County, State of Washington, the party of the first part, and Wm. Whitworth, party of the second part,

WITNESSETH, That whereas, at a public sale of real estate, held on the 13th day of February, A. D. 1925, pursuant to an order of the board of county commissioners of the County of Whatcom, State of Washington, duly made and entered, and after having first given due notice of the time and place and terms of said sale, and whereas, in pursuance of said order of the said board of county commissioners, and of the laws of the State of Washington, and for and in consideration of the sum of Seventy-one & no/100 Dollars, lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, I have this day sold to Wm. Whitworth the following described real estate, and which said real estate is the property of Whatcom County, and which is particularly described as follows, to-wit:

Lots 1 to 8 inc. Block 4 according to Plat of Carter's 2nd Addition to Fairhaven, situate in County of Whatcom, State of Washington.

Subject to any Local Improvement assessed against said property since December 13, 1924. the said Wm. Whitworth being the highest and best bidder at said sale, and the said sum being the highest and best sum bid at said sale:

Now therefore, know ye that I, Edith M. Thornton, County Treasurer of said County of Whatcom, State of Washington, in consideration of the premises and by virtue of the statutes of the State of Washington, in such cases made and provided, do hereby grant and

2, 1899, in the office of (The Auditor of Whatcom County), Washington,  
together with all buildings, improvements and appurtenances thereon and thereunto belonging  
particularly releasing and quit-claiming to said grantees all right, title and interest  
of grantors, and each of them, in said real property, and the buildings, improvements and  
appurtenances thereon and thereunto belonging, heretofore vested in grantors by virtue of  
a certain real estate contract between Rose Betschart, a widow, mother of the grantees,  
as vendor, and Louis J. Kolberg and Ethel G. Kolberg, his wife, as vendees, dated September  
1, 1925, which said real estate contract and the interest of said Kolberg and wife in said  
real property was heretofore assigned and conveyed to the grantors herein, and which said  
real estate contract grantors herein hereby declare cancelled, terminated and forever at  
an end.

Dated this 26th day of September, A. D. 1931.

Day T. Chambers  
Clara H. Chambers

State of Washington:  
County of Whatcom : ss

THIS IS TO CERTIFY that on this 26th day of September, A. D. 1931, before me, the  
undersigned notary public in and for the State of Washington, duly commissioned and sworn,  
personally appeared Day T. Chambers and Clara H. Chambers, his wife, to me known to be the  
individuals described in and who executed the within and foregoing instrument and duly  
acknowledged to me that they signed and executed the same as their free and voluntary act  
and deed for the uses and purposes therein expressed.

WITNESS MY HAND and official seal the day and year in this certificate first above  
written.

\*\*\*\*\*  
C. E. Abrams, Notary Public  
\*Commission expires Jan. 15, 1934  
\* State of Washington  
\*\*\*\*\*

C. E. Abrams, Notary Public in and for the  
State of Washington, residing at Bellingham

Received for recordist 9:30 A. M. Sep. 28, A. D. 1931, and recorded at request of Abrams,  
Healy & McCush GP Thuraid, Co. Auditor of Whatcom Co. Wash.

LLNFANZI  
*gpc*

No. 401295 Board of County Commissioners To State of Washington State Deed  
In the Matter of State Road No. 1-Lake Samish Road Branch, Bellingham-South

KNOW ALL MEN BY THESE PRESENTS, That the County Commissioners of Whatcom County, of  
the County of Whatcom in the State of Washington, in consideration of the benefits and  
other valuable considerations, and the sum of One Dollar, in hand paid, the receipt whereof  
is hereby acknowledged has granted, bargained, sold and conveyed, and by these presents  
does grant, bargain, sell and convey unto the State of Washington, the following described  
parcel of land situated in Whatcom County, in the State of Washington, to-wit:

A strip of land 100 feet wide, (except as may be hereinafter specified) being 50 feet

wide on the northerly side and 50 feet wide on the southerly side of the center line of said road as surveyed over and across

Lots 6-7-8-9-10 and 19; also all that portion of Lots 2-3-4 and 5 lying northerly of a line drawn parallel to and 50 feet distant southerly of the center line of said road; also, all that portion of Lots 13-14-16- 17-18 and 20 lying southerly of a line drawn parallel to and 50 feet distant northerly of the center line of said road; all of the above said lots being in Block 1, "Map of Washington Improvement Company's First Addition to the City of Fairhaven, Washington" as per map thereof recorded in Book 3 of Plats, Page 47.

Also all that portion of Lots 10-11-12-13 and the South one-half of Lot 14, Block 3, "Plan of Melrose Addition to Fairhaven, Washington, 1889" lying Easterly of a line drawn parallel to and 50 feet distant westerly of the center line of said road.

Also all that portion of Lots 6 and 7, Block 1, "Fairhaven Addition to the Town of Fairhaven, Washington" as per map thereof recorded in Book 2 of Plats, Page 48 in the Auditors office of Whatcom County, Washington lying easterly of a line drawn parallel to and 50 feet distant westerly of the center line of said road.

Also all that portion of Lot 16 lying easterly of a line drawn parallel to and 50 feet distant westerly of the center line of said road, all of Lots 17 and 18 and all that portion of Lot 19 lying westerly of a line drawn parallel to and 50 feet distant easterly of the center line of said road, all in Block 6 "Fairhaven Addition to the Town of Fairhaven".

Also all that portion of Lot 19 lying easterly of a line drawn parallel to and 50 feet distant westerly of the center line of said road, all of Lot 20 and all that portion of Lot 23 lying westerly of a line drawn parallel to and 50 feet distant easterly of the center line of said road, all in Block 8 "Fairhaven Addition to the Town of Fairhaven, Washington".

Also all that portion of Lots 14-15-16-17-18- and 19 lying easterly of a line drawn parallel to and 50 feet distant westerly of the center line and that portion of Lot 26 lying westerly of a line drawn parallel to and 50 feet distant easterly of the center line of said road all in Block 1, "Map of East Fairhaven, Whatcom County, Washington".

Also all that portion of Lots 1-2-3-4-5-6-7- and 8, Block 4, "Plot of Carters 2nd. Addition to Fairhaven" lying east of a line drawn parallel to and 50 feet distant west of the center line of said road.

Also all that portion of Lots 3-4-5-6-9-10-11-12-15-16-17-18 and 21, Block 1, "Allen & Swartout's Addition to Fairhaven, Washington" lying west of a line drawn parallel to and 50 feet distant east of the center line of said road

the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval July 14th, 1931.

TO HAVE AND TO HOLD the same, unto the State of Washington forever.

Dated this 28th day of September, 1931.

\*\*\*\*\*  
"Board of County Commissioners of  
"Whatcom County, State of Washington"  
\*\*\*\*\*

F. C. Reeve, Chairman  
Henry Shugren  
Fred E. Laube  
County Commissioners of Whatcom County,  
State of Washington

State of Washington:  
County of Whatcom : ss

I, the undersigned, County Auditor for Whatcom County, State of Washington, do hereby certify that on this 28th day of September, A. D. 1931, personally appeared before me F. C. Reeve, Henry Shugren and Fred E. Laube, County Commissioners of Whatcom County, Wash. to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and

The grantor **William Whitworth, a bachelor,**

of the city of **Bellingham**, county of **Whatcom**

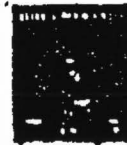
state of Washington, for and in consideration of **Three Thousand**

**( \$ 3,000.00 )** dollars,

in hand paid, conveyance and warrant to **C. W. Sheffer and Anna F. Sheffer, his wife,**  
and **A. A. Bexona and Faye F. Bexona, his wife,**

the following described real estate, situate in the county of **Whatcom**  
state of Washington:

All of Blocks 1, 2 and 3, and Lots 1 to 17, inclusive,  
Block 4, and all of Depot Reserve, "Plat of Carters  
2nd Add. to Fairhaven" now a part of the consolidated  
City of Bellingham, Whatcom County, Washington, as per  
the map thereof, recorded in Book 2 of Plats, page 66,  
in the Auditor's office of said county and state,  
EXCEPTING therefrom portion conveyed to State of Wash-  
ington for highway purposes.



subject to

Dated this **8th.** day of **September 1943.**

William Whitworth (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

STATE OF WASHINGTON } ss.  
County of Whatcom

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 14th day of September 1943 personally appeared before me William Whitworth, a bachelor,



of the County of Whatcom the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year last above written.

Edward S. Meeley  
Notary Public in and for the State of Washington,  
residing at Bellingham

STATE OF WASHINGTON } ss.  
County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the 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 \_\_\_\_\_ authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation

Witness under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

MAIL TO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

581536

**WARRANTY DEED**  
STATUTORY FORM

FROM McIntosh, -  
TO Agnes -  
21' 6"

Received for record  
SEP 15 1943  
C. W. Shaffer

SEP 15 1943  
of Wash. Co.  
Perry

Wella Moran

Fondle Sanden & Company  
113 Front St  
Bellingham

Statutory

726714

Form 687-1-Rev

### Statutory Warranty Deed

THE GRANTOR C. W. SHEPPER and ANNA F. SHEPPER, his wife, and A. A. BEZONA and FAYE F. BEZONA, his wife,

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys and warrants to BELLINGHAM FLOAL & NUBSEFY CO. INC., a Washington corporation *Bellingham, Wash.*, State of Washington: the following described real estate, situated in the County of Whatcom

All of Blocks 1, 2 and 3, and Lots 1 to 17 inclusive, in Block 4, and Depot reserve, of "Flat of Carters 2nd Add. to Fairhaven" now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 2 of plats, page 60, in the Auditor's office of said county and state.

ALSO All of Blocks 5 and 6; Lots 1 to 11 inclusive, in Block 3; Lots 1 to 9, inclusive, in Block 4; Lots 7 to 12 inclusive in Block 7; Lots 1 to 9, 10, 11 and 12, in Block 8, of "G. W. Adits Addition to Scheme T.T.", now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 1 of plats, page 64, in the Auditor's office of said county and state.

Lots 1 to 12, Block 1, and Lots 1 to 12, Block 3, "Adits First Addition to Fairhaven, Wash." now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 2 of plats, page 27, in the Auditor's office of said county and state.

Dated this

30

*Executed*

July

1950

*C. W. Shepper*  
*Anna F. Shepper*  
*A. A. Bezona* (SEAL)  
*Faye F. Bezona*

STATE OF WASHINGTON,

County of Whatcom

On this day personally appeared before me C. W. SHEPPER and ANNA F. SHEPPER, his wife, and A. A. BEZONA and FAYE F. BEZONA, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

30<sup>th</sup>

July

1950

*Christina [Signature]*  
Notary Public in and for the State of Washington,  
residing at Bellingham

RECORDED TO INDEX NOV 13 1950  
BELLINGHAM ABSTRACT CO  
122 S. ALICE ST. BELLINGHAM, WASH.

QUIT CLAIM DEED

THE GRANTORS, PETER CLAUS and AGNES CLAUS, his wife, MELVIN CLAUS and JOAN CLAUS, his wife, and ALSON CLAUS and ANNA CLAUS, his wife, for and in consideration of love and affection, convey and quit claim to CHARLES CLAUS, a single man, the following described real estate, situate in the County of Whatcom, State of Washington, to-wit:

An undivided one-fifth interest in Blocks 1, 2 and 3; Lots 1 to 17 inclusive, Block 4 and the Depot Reserve, "Plat of Carter's 2nd Add. to Fairhaven," now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 2 of Plats, page 66, in the Auditor's office of said county and state;

Lots 1 to 6 inclusive, and Lots 9, 10 and 11, Block 3; Lots 1 to 9 inclusive, Block 4; Blocks 5 and 6 and fractional Lots 7 to 12, Block 7, and all portions of Lots 1 to 7 inclusive, Block 8, lying West of the Pacific Highway; Lots 8 to 12 inclusive, Block 8, all in C. H. Adsits Addition to Sehome, W.T." now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per the map thereof, recorded in Book 1 of Plats, page 64, in the Auditor's office of said county and state;

Lots 1 to 12 inclusive, Block 1; Lots 1 to 12 inclusive, Block 3, "ADSIT'S First Addition to Fairhaven, Wash." now a part of the consolidated City of Bellingham, Whatcom County, Washington, as per map thereof, recorded in Book 2 of Plats, page 27, in the Auditor's office of said county and state.

DATED this 18 day of November, 1957.

SEAL OF THE COUNTY OF WHATCOM  
6627  
REAL ESTATE TAX EXEMPT  
10 1957

Peter Claus  
Agnes Claus  
Melvin Claus  
Joan Claus  
Alson Claus  
Anna Claus

STATE OF WASHINGTON, )  
COUNTY OF WHATCOM, )

THIS IS TO CERTIFY, that on this the 19th day  
of March, 1957, before me personally appeared  
PETER CLAUS and AGNES CLAUS, his wife, MELVIN CLAUS and JOAN CLAUS,  
his wife, and ALSON CLAUS and ANNA CLAUS, his wife, to me known  
to be the individuals described in and who executed the within  
and foregoing instrument, and acknowledged to me that they signed  
and executed the same as their free and voluntary act and deed  
for the uses and purposes therein mentioned.

AS WITNESS my official signature and seal the day  
and year in this certificate first above written.

*[Signature]*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bellingham.



RECEIVED " 158 MAR 18 1957  
at request of Les. Varis  
with 1) Prot. Auditor Whatcom Co. Wash

6828

MAR 18 1957

VOL 422 PAGE 573

REAL ESTATE  
EXCISE TAX

EXEMPT

QUIT CLAIM DEED

THE GRANTORS, PETER CLAUS and AGNES CLAUS, his wife,  
MELVIN CLAUS and JOAN CLAUS, his wife, and ALSON CLAUS and  
ANNA CLAUS, his wife, for and in consideration of love and  
affection, convey and quit claim to GLENN CLAUS and CAROL CLAUS,  
his wife, the following described real estate, situate in the  
County of Whatcom, State of Washington, to-wit:

An undivided one-fifth interest in  
Blocks 1, 2 and 3; Lots 1 to 17 inclusive,  
Block 4 and the Depot Reserve, "Plat of  
Carter's 2nd Add. to Fairhaven," now a part  
of the consolidated City of Bellingham,  
Whatcom County, Washington, as per the map  
thereof, recorded in Book 2 of Plats, page 66,  
in the Auditor's office of said county and state;

Lots 1 to 6 inclusive, and Lots 9, 10 and 11,  
Block 3; Lots 1 to 9 inclusive, Block 4; Blocks  
5 and 6 and fractional Lots 7 to 12, Block 7, and  
all portions of Lots 1 to 7 inclusive, Block 8,  
lying West of the Pacific Highway; Lots 8 to 12  
inclusive, Block 8, all in C. H. Adsits Addition  
to Sehome, W.T." now a part of the consolidated  
City of Bellingham, Whatcom County, Washington, as  
per the map thereof, recorded in Book 1 of Plats,  
page 64, in the Auditor's office of said county  
and state;

Lots 1 to 12 inclusive, Block 1; Lots 1 to 12  
inclusive, Block 3, "Adsit's First Addition to  
Fairhaven, Wash." now a part of the consolidated  
City of Bellingham, Whatcom County, Washington,  
as per map thereof, recorded in Book 2 of Plats,  
page 27, in the Auditor's office of said county and  
state.

DATED this 18 day of March, 1957.

Peter Claus  
Agnes Claus  
Melvin Claus  
Joan Claus  
Alson Claus  
Anna Claus

533455

STATE OF WASHINGTON,  
COUNTY OF WHATCOM,

THIS IS TO CERTIFY, that on this the 18th day  
of March, 1957, before me personally appeared  
PETER CLAUS and AGNES CLAUS, his wife, MELVIN CLAUS and  
JOAN CLAUS, his wife, and ALSON CLAUS and ANNA CLAUS, his  
wife, to me known to be the individuals described in and  
who executed the within and foregoing instrument, and  
acknowledged to me that they signed and executed the same  
as their free and voluntary act and deed for the uses and  
purposes therein mentioned.

AS WITNESS my official signature and seal the day  
and year in this certificate first above written.

*Les. Paris*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bellingham.



Received for record at 1:58 P M MAR 18 1957  
at request of Les. Paris  
Whatcom County, Washington

*Deed*

THE GRANTORS, MELVIN CLAUS and JOAN CLAUS, his wife,  
 for value received, hereby convey and warrant unto PETER CLAUS  
 and AGNES CLAUS, his wife, FIRST GRANTEES, ALSON CLAUS and  
 ANNA CLAUS, his wife, SECOND GRANTEES, GLENN CLAUS and CAROL  
 CLAUS, his wife, THIRD GRANTEES, and CHARLES CLAUS, a single man,  
 FOURTH GRANTEE, an undivided one-fifth interest to the above  
 named First, Second, Third and Fourth Grantees; share and share  
 alike, in and to the following described real estate situate in  
 Whatcom County, Washington, to-wit:



*JMK*

~~Lots 4 to 9, inclusive, Block 18, "Plat of  
 Central Whatcom, Whatcom County, W.T." now  
 a part of the consolidated City of Bellingham,  
 Whatcom County, Washington, as per the map  
 thereof, recorded in Book 1 of Plats, page 32,  
 in the Auditor's office of said county and state;~~

Blocks 1, 2 and 3; Lots 1 to 17 inclusive,  
 Block 4 and the Depot Reserve, "Plat of Carter's  
 2nd Add. to Fairhaven," now a part of the con-  
 solidated City of Bellingham, Whatcom County,  
 Washington, as per the map thereof, recorded in  
 Book 2 of Plats, page 66, in the Auditor's office  
 of said county and state;

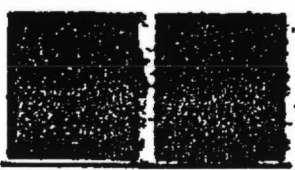
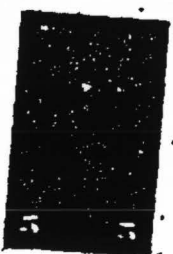
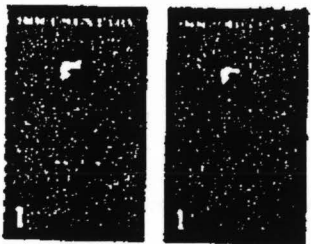
Lots 1 to 6 inclusive, and Lots 9, 10 and 11,  
 Block 3; Lots 1 to 9 inclusive, Block 4; Blocks  
 5 and 6 and fractional Lots 7 to 12, Block 7, and  
 all portions of Lots 1 to 7 inclusive, Block 8,  
 lying West of the Pacific Highway; Lots 8 to 12  
 inclusive, Block 8, all in "C. H. Adsits Addition  
 to Sehome, W.T." now a part of the consolidated  
 City of Bellingham, Whatcom County, Washington, as  
 per the map thereof, recorded in Book 1 of Plats,  
 page 64, in the Auditor's office of said county  
 and state;

Lots 1 to 12 inclusive, Block 1; Lots 1 to 12  
 inclusive, Block 3, "Adsit's First Addition to  
 Fairhaven, Wash." now a part of the consolidated City  
 of Bellingham, Whatcom County, Washington, as per the  
 map thereof, recorded in Book 2 of Plats, page 27, in  
 the Auditor's office of said county and state.

DATED this 29 day of November, 1957.

Melvin Claus  
Joan Claus

UGH COPY  
 (SALES) OF WHATCOM COUNTY, WASHINGTON  
 6061 9 DEC 6 1957  
 REAL ESTATE  
 PAID AMT. \$ 66.32



STATE OF WASHINGTON,  
COUNTY OF WHATCOM,

THIS IS TO CERTIFY, that on this the 19<sup>th</sup> day  
of November, 1957, before me personally  
appeared MELVIN CLAU and JOAN CLAU, his wife, to me  
known to be the individuals described in and who executed  
the within and foregoing instrument, and acknowledged to  
me that they signed and executed the same as their free and  
voluntary act and deed for the uses and purposes therein  
mentioned.

AS WITNESS my official signature and seal the day  
and year in this certificate first above written.



J. W. Kindall  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bellingham



RECORDED FOR RECORD AT 3:27 PM DEC 10 1957  
BY J. W. Kindall  
Whatcom County Wash

921661

QUIT CLAIM DEED

THE GRANTORS, GLENN CLAUS and CAROL CLAUS, his wife,  
for and in consideration of TWENTY-EIGHT HUNDRED (\$2800 00)  
DOLLARS, convey and quit claim to PETER CLAUS, whose wife is  
AGNES CLAUS, ALSON CLAUS, whose wife is ABEA CLAUS, and  
CHARLES CLAUS, a bachelor, the following described real estate,  
situated in the County of Whatcom, State of Washington,  
together with all after acquired title of the Grantors therein:

All of Blocks 1, 2, 3 and 4, and Depot Reserve,  
"Plat of Carters 2nd Add to Fairhaven,"  
according to the plat thereof, recorded in  
Volume 2 of Plats, page 66, records of Whatcom  
County, Washington;

ALSO Lots 1, 2, 3, 4, 5, 6, 9, 10 and 11, Block  
3, and Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block  
4, and all of Blocks 5 and 6, Fractional Lots  
7, 8, 9, 10, 11 and 12, Block 7, and all those  
portions of Lots 1, 2, 3, 4, 5, 6 and 7, Block  
8, lying West of the Pacific Highway, and all  
of Lots 8, 9, 10, 11 and 12, Block 8, "C H.  
Admits Addition to Sebome, W T" according to  
the plat thereof, recorded in Volume 1 of Plats,  
page 64, records of Whatcom County, Washington.

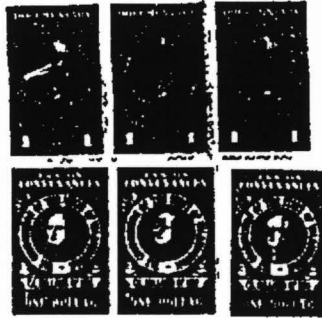
DATED this 31<sup>st</sup> day of January, 1962

Glenn Claus  
Carol Claus

REC-142 septs - A 28.00

REC'D

240



VOL 472 PAGE 576

call  
he  
ing

921661

STATE OF WASHINGTON, )  
                                  ) ss  
COUNTY OF WHATCOM, )

THIS IS TO CERTIFY, that on this the 31<sup>st</sup>  
day of January, 1962, before me personally  
appeared GLENN CLAUD and CAROL CLAUD, his wife, to me  
known to be the individuals described in and who  
executed the foregoing instrument, and acknowledged  
to me that they signed and executed the same as their  
free and voluntary act and deed for the uses and purposes  
therein mentioned.

AS WITNESS my official signature and seal the  
day and year in this certificate first above written.

NOTARY PUBLIC  
JAN 31 1962

J. W. ...  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Bellingham

received for record at 9:57 PM FEB 1 1962  
at request of J. W. ...  
WELLS HANSEN, CO AUDITOR Whatcom Co. Wash.

FD-102 50913 - A 1/1/54 28.00

1026843

# LEASE

This Lease, made this 29<sup>th</sup> day of March, 1967, by and between Peter Claus and Agnes Claus, his wife, and Alson A. Claus and Anna M. Claus, his wife, and Charles P. Claus, a bachelor, whose address is 2300 Cornwall Avenue, Bellingham, Washington 98225 Lessee, and THE AMERICAN OIL COMPANY, a Maryland corporation, with its main business office at 910 South Michigan Avenue Chicago, Illinois, Lessee.

**WITNESSETH**

1 The Lessee hereby demises and leases to Lessee the following described premises situated in the City of Bellingham (county of Whatcom) State of Washington more particularly described as follows, to-wit

That certain property described more particularly on Exhibit "A" which is attached hereto and hereby made a part hereof.

Together with all buildings improvements equipment fixtures machinery and appliances owned or controlled by Lessee and located or to be erected or installed by Lessee thereon and all rights, alleys, right-of-way easements appurtenances thereto adjoining or in anywise appertaining and all rights of Lessee in and to any public or private thoroughfares abutting the above described premises all being hereafter referred to as the "demised premises".

TO HAVE AND TO HOLD unto Lessee for a term commencing on the 1st day of June in 67 and ending on the 31st day of August in 68

The rental for the demised premises, certain extension and cancellation privileges, and a purchase option, or options, are more fully set forth in that certain Agreement between the parties hereto, of even date herewith, and this Lease is subject to all the covenants conditions and terms set forth in said Agreement which is hereby adopted herein and made a part hereof by reference to the same full extent as if all the covenants, conditions and terms thereof were copied in full herein.

IN WITNESS WHEREOF the parties hereto have duly signed these presents and affixed their respective seals the day and year first above written.

Charles P. Claus (SEAL)      Peter Claus (SEAL)      Anna M. Claus (SEAL)  
 WITNESS      Lessee      Lessee      Spouse of Lessee  
Alson A. Claus (SEAL)  
 Lessee  
Agnes Claus (SEAL)  
 Spouse of Lessee

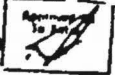
23 0 Cornwall Ave., Bellingham, Wash. 98225  
Address

WITNESS:

THE AMERICAN OIL COMPANY

By W. C. Humphreys

VOL 60 PAGE 3 TO



## Exhibit "A"

LEGAL DESCRIPTION

That portion of Lot 1, Block 1, "Claus Replat of a Portion of C. H. Adair's Addition to Sehome and Carters 2nd Addition to Fairhaven," Bellingham, Whatcom County, Washington, as per the map thereof recorded in Book 9 of Plates, Page 43, in the Auditor's Office of said County and State, described as follows:

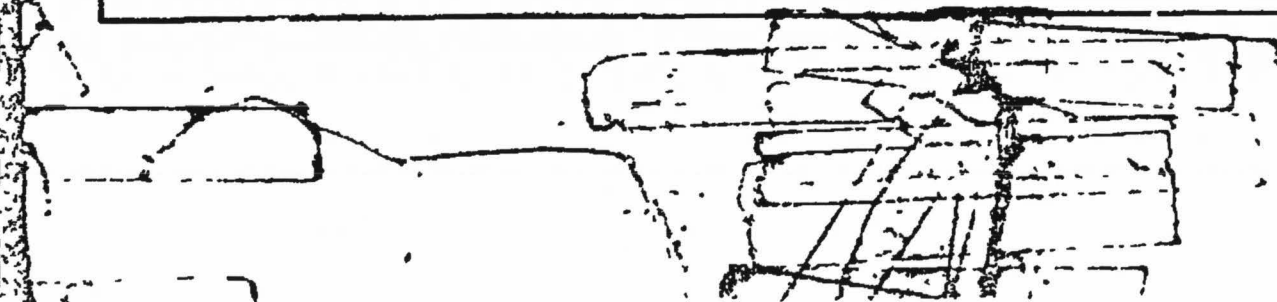
Beginning at the northeast corner of Lot 1, Block 1 of said Replat; thence North  $88^{\circ}36'45''$  West along the north line of said Lot 1, 136.52 feet to an intersection with a curve to the left of 532.96 feet radius, the center of which bears South  $6^{\circ}28'00''$  East; thence along said curve to the left, 15.42 feet; thence South  $1^{\circ}17'30''$  West, 144.62 feet; thence South  $88^{\circ}36'45''$  East, 129.32 feet to the easterly line of said Lot 1; thence North  $18^{\circ}19'45''$  East, 70.00 feet; thence North  $1^{\circ}17'30''$  East, 80.00 feet to the point of beginning.

Together with a non-exclusive easement for ingress and egress and the right to construct, erect, repair, maintain or replace a light standard, together with appropriate base, conduit and all necessary wiring, and Lessee is also hereby given the right to construct (including such fill and grading as Lessee deems necessary), repair, maintain or replace an approach over the following described easement area, to-wit:

Beginning at the southeast corner of the above described tract; thence South  $18^{\circ}19'45''$  West along the easterly line of said Lot 1, 131.97 feet; thence South  $10^{\circ}33'45''$  West, 131.05 feet; thence South  $57^{\circ}45'45''$  West, 34.06 feet; thence North  $10^{\circ}33'45''$  East, 155.90 feet; thence North  $18^{\circ}19'45''$  East, 126.05 feet to the southerly line of the said above described tract; thence South  $88^{\circ}36'45''$  East, 26.13 feet to the point of beginning.

Lessee, its agents and employees, shall not be liable for any loss, damage, injuries or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Lessor) arising out of or resulting from the right of ingress and egress herein reserved by the Lessor; and the Lessor, for himself, his heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Lessee, its agents and employees, harmless from and against all claims for such loss, damage, injury or other casualty.

aac  
CPC

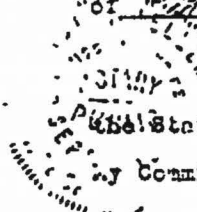


1026813

ACKNOWLEDGMENTS

STATE OF WASHINGTON }  
COUNTY OF WHATCOM } ss.

On this day personally appeared before me Peter Claus and Agnes Claus, his wife, and Alson A. Claus and Anna M. Claus, his wife, and Charles P. Claus, a bachelor, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 29 day of March, 1967.

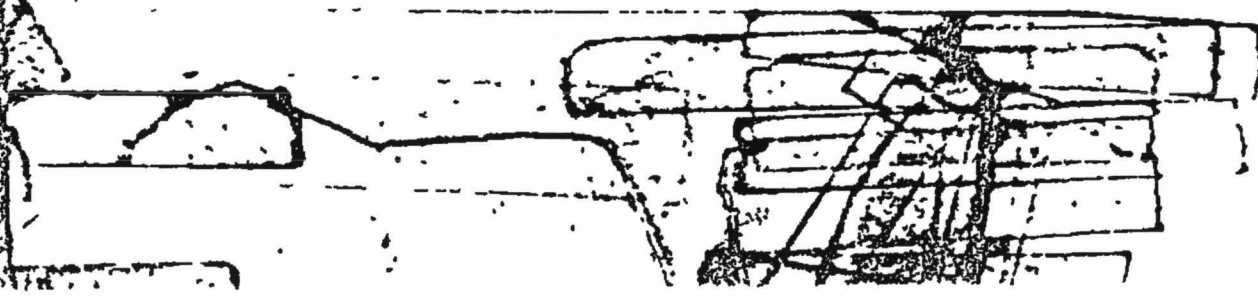


Jack H. Miller, Notary Public in and for the State of Washington, residing at Bellingham.

My Commission Expires: Sept 4, 1969

RECORDED IN RECORD AT 1 45 PM MAY 20 1967  
AT REQUEST OF American Oil Co.  
WELLA HANSEN CO AUDITOR WHATCOM CO WASH.

VOL 60 PAGE 312



25040

LAST WILL AND TESTAMENT  
OF  
PETER CLAUS

FILED  
JENNIA GRAHAM  
COUNTY CLERK  
3/14 AUG 2 AM 8 32  
BELLINGHAM COUNTY  
WASHINGTON

I, PETER CLAUS, of Bellingham, Whatcom County, Washington, being of sound and disposing mind and memory, and not acting under duress, menace, fraud or undue influence, do make, publish, and declare this my LAST WILL AND TESTAMENT.

I.

I declare that AGNES CLAUS is my wife and that we have four children now living, namely, CHARLES CLAUS, MELVIN CLAUS, ALSON CLAUS, and EVELYN CLAUS, who is also known as Sister MARY LUCY, a Catholic Nun. My son, GLENN CLAUS is deceased and left surviving him four children, namely, GLYNIS E. CLAUS, GREGORY A. CLAUS, GUSTAV P. CLAUS, and GAGE MARIE CLAUS, all of whom are living at the date of this instrument.

II.

I hereby direct that all just debts for which proper claims are filed against my estate and expenses of my last illness and funeral be paid by my personal representative as soon after my death as convenient, provided, however, that this direction shall not authorize the payment of any debts or obligations prior to their maturity in due course.

III.

I give, devise and bequeath to my beloved wife, AGNES CLAUS, to have and to hold during her natural life, all my property, both real and personal, for her comfort and support, and authorize my said wife to sell such part of my real estate as she shall deem necessary for her comfort and support, and I give, devise and bequeath the remainder of my estate, both real and personal, in the following manner:

Peter Claus  
Testator

(1) I direct that said remainder be divided into five equal shares, one share to each of my three aforementioned surviving sons:

(2) One additional share to my son, ALSON CLAUS, in trust, however, to hold for my daughter, EVELYN CLAUS, upon the following terms and conditions: As long as beneficiary shall remain a Nun subject to the complete discipline of her Order, the trustee shall use so much of the income and principal for the reasonable support, comfort and education of the beneficiary as the trustee in his sole discretion shall decide. If EVELYN should ever cease to be a Nun subject to the complete discipline of her Order, the trust shall terminate and its corpus shall be distributed to beneficiary. If beneficiary should die while still a Nun and subject to the complete discipline of her Order, the corpus and any accumulated income shall pass according to her will or, if she dies intestate, according to the descent and distribution laws of the State of Washington. If ALSON CLAUS should ever be unable or unwilling to serve as trustee, then I nominate and appoint as successor trustees CHARLES CLAUS and MELVIN CLAUS, in the order mentioned;

(3) The fifth share to the Seattle-First National Bank, in trust, however, to be divided into equal funds, one for each surviving child of my son, GLENN. The trustee shall use so much of the income and principal of each of said funds for the education (including college and professional education) as the trustee determines to be required for those purposes. When each child attains the age of twenty-three (23) the trustee shall distribute to him all of the principal and accumulated income of his fund.

IV.

I nominate and appoint my wife, AGNES CLAUS, executrix of this my LAST WILL AND TESTAMENT, to act without bond.

V.

In the event that my said wife is for any reason unable or unwilling to act as executrix of this instrument, I nominate and appoint my son, CHARLES CLAUS or ALSON CLAUS, in the order mentioned, to act as my executor, also without bond.

  
\_\_\_\_\_  
Testator

VI.

I further direct that my estate be settled without the intervention of any Court, except to the extent required by law, and that my personal representative settle my estate in such manner as shall seem best and most convenient to him or her, and I hereby empower my personal representative to mortgage, lease, sell, exchange, and convey the personal and real property of my estate without an order of the Court for that purpose and without notice, approval, or confirmation and in all other respects to administer and settle my estate without the intervention of the Court.

VII.

I hereby revoke all former Wills and Codicils.

IN WITNESS WHEREOF, I have hereto set my hand this  
*5th* day of *May*, 1972.

*Peter Claus*

Testator

THE FOREGOING INSTRUMENT, consisting of three typewritten pages in all, was on the date thereof signed and published by PETER CLAUS, who, at said time, appeared to be of sound and disposing mind and memory, and was by him declared to be his Last Will and Testament, in the presence of us, who, at his request and in his presence and in the presence of each other, have hereunto set our hands as witnesses thereto this *5th* day of *May*, 1972. Each page of this Will bears the signature of the Testator.

WITNESSES:

*Gay Nelson*  
*James F. T. Lyman*

FILED  
JENNA GRAHAM  
COUNTY CLERK

(Clerk's Date Stamp)

1974 AUG 2 AM 11 5

**SUPERIOR COURT OF WASHINGTON FOR WHATCOM COUNTY**

Estate of **PETER CLAUS,**

Probate No. **25040**

WHATCOM COUNTY  
WASHINGTON

**ORDER ESTABLISHING AND  
ADMITTING WILL  
OF RESIDENT  
(RCW 11 20 020)**

Deceased

**I. HEARING**

11 Date August 2, 1974

12 Purpose To establish and probate the document(s) offered as the will of the decedent, executed on May 5, 1972, at \_\_\_\_\_

13 Appearances: Appearances on behalf of the petition were made by Agnes Claus

14 Evidence: In addition to the petition and the offered will, testimony was given in open court, was reduced to writing and certified by the court. Other evidence included \_\_\_\_\_

**II. FINDINGS**

On the basis of the foregoing Evidence the Court finds

21 Jurisdiction. Decedent resided or had his place of abode in this county at the time of his death, and left property in the state of Washington subject to probate. Date of death July 4, 1974

22 Competency. Decedent was legally competent to execute the offered will on the date executed.

23 Execution. On that date the offered will was executed in the mode prescribed by law.

24 Personal Representative. The person nominated in the petition as executor Rix is legally qualified to act as the personal representative of the estate

**III. ORDER**

On the basis of the Evidence and Findings, it is ORDERED

31 Establishment. The offered will is established as the last will of the decedent

32 Probate. The established will is admitted to probate

33 Personal Representative, Agnes Claus is confirmed as executor Rix and upon filing an oath as required by law, may serve without bond

Done in open court this 2nd day of August, 1974

Presented and Approved by

JAMES R. FLYNN

of Attorneys for Estate

Order Admitting Will of Resident

[Signature]  
Probate Judge COURT COMMISSIONER  
(Name, address and telephone of Attorney(s))

FLYNN & ANDERSON  
805 Dupont Street  
Bellingham, Washington 98225

294 117

C-1-33

1975 OCT 17 PM 4

W. W. COM COUNTY  
WASHINGTON

(Copy Receipt)

(Clerk's Date Stamp)

BY *ab*

**SUPERIOR COURT OF WASHINGTON FOR WHATCOM COUNTY**

Estate of **PETER CLAUS,**

Probate No. **2 5 0 4 0**

Deceased

**PETITION FOR AND  
ORDER OF SOLVENCY  
(RCW 11.68 010)**

**I. PETITION**

State of Washington, ss, County of Whatcom:

Undersigned execut RIX, being first sworn petitions for an order of solvency stating:

1.1 **Inventory.** The inventory and appraisal are on file; the total appraised value of the estate is \$ 155,854.71

1.2 **Debts.** The total amount of the known indebtedness is \$ None

1.3 **Notices.** The Inheritance Tax Department of the State of Washington has been notified of the administration Publication of Notice to Creditors has been commenced There is on file an Affidavit of Mailing of notice to heirs of the appointment of executor and the pendency of the matter.

1.4 **Non-intervention.** The will provides for administration without court intervention.

1.5 **Verification.** Petitioner affirms that the foregoing statements are true

*Agnes Claus*  
Type name. **AGNES CLAUS**

Sworn and Subscribed on October 15, 1975

*Ray Nelson*  
Notary Public residing at Bellingham

Presented and Approved by  
*J. F. Flynn*  
Type name **JAMES F. FLYNN**  
of Attorneys for Estate

Solvency

**II. FINDINGS**

From the files and records, the petition, and the testimony of \_\_\_\_\_ the court finds.

2.1 The will provides for non-intervention administration

2.2 Notices have been given to creditors and to the Inheritance Tax Division. Notices have been mailed to heirs and devisees

2.3 The assets of the estate will exceed the debts

**III. ORDER OF SOLVENCY**

On the basis of the findings, it is ordered.

3.1 The Estate is fully solvent

3.2 The execut RIX is authorized to administer the estate without the further intervention of the court

Dated October 17 1975

*J. S. Anderson*  
Probate Judge

(Name, address and telephone of Attorney(s))

**FLYNN, ANDERSON & ADELSTEIN  
805 Dupont Street, No. 4  
Bellingham, Washington 98225**

309 470

(Copy Receipt)

(Clerk's Date Stamp)

### SUPERIOR COURT OF WASHINGTON FOR WHATCOM COUNTY

Estate of

PETER CLAUS,

Deceased.

Probate No.2 5 0 4 0

#### DECLARATION OF COMPLETION OF PROBATE (With Will)

(RCW 11.60.110)

The undersigned PR files this Declaration of Completion of Probate

1. Death. Decedent died on July 4, 1974 was a resident of Whatcom County, and left property in the state subject to probate

2. Will. Decedent executed a will dated 5/5/72 that was admitted to probate by order dated August 2, 1974

3. Creditors. Each creditor's claim which was justly due and properly presented as required by law has been paid or otherwise disposed of by agreement with the creditor

4. Death Taxes. The amount of state inheritance or federal estate tax due as the result of the decedent's death has been determined, settled, and paid.

5. Completion under NPs. The undersigned PR has completed the administration of the decedent's estate without court intervention, and the estate is ready to be closed.

6. Fees. The amount of fees paid or to be paid to the PR(s), attorney(s), appraiser(s), and accountant(s) are as follows:

PR(s)	\$	None
Attorney(s)	\$	2500.
Appraiser(s)	\$	450.
Accountant(s)	\$	None

The undersigned PR believes these fees to be reasonable and does not intend to obtain court approval of the amount of these fees or to submit an estate accounting to the court for approval.

Dated October 16, 1975

*[Handwritten signature]*

OCT 22 AM 10 45

FILED  
JULIA GRAHAM  
COUNTY CLERK

Declaration Approved

*[Handwritten signature of James F. Flynn]*  
Type name JAMES F. FLYNN  
of Attorney(s) for PR.  
(Name and Address for Window Envelope)

*[Handwritten signature of Agnes Claus]*  
Type Name AGNES CLAUS PR

(Name, address and telephone of Attorney(s))

FLYNN, ANDERSON & ADELSTEIN  
805 Dupont Street, No. 4  
Bellingham, Washington 98225

Declaration of Completion

FILED FOR RECORD AT REQUEST OF

WHATCOM COUNTY  
BELLINGHAM, WA  
08/15/90 08:59 AM  
REQUEST OF: FRANK ATH  
Shirley Forslof, AUDITOR  
BY: MRT, DEPUTY  
\$8.00 DEED  
Vol: 162 Page: 1168  
File No: 900815008

WHEN RECORDED SET 'AM TO

Name R. F. ATWOOD

Address 805 DUPONT, Suite 5

City, State, Zip Bellingham, WA 98225

### Quit Claim Deed

THE GRANTOR, AGNES CLAUS, a widow,

for and in consideration of that certain trust agreement dated August 10, 1990,

conveys and quit claims to AGNES CLAUS and CHARLES CLAUS, Trustees,

the following described real estate, situated in the County of Whatcom State of Washington,  
together with all after acquired title of the grantor(s) therein:

An undivided one-third (1/3) interest in and to the following property,  
the legal description of which is attached hereto as Exhibit "A".

Dated August 15<sup>th</sup>, 1990

AGNES CLAUS (Individual)

(Individual)

By

(President)

By

(Secretary)

7589x EX 3/15/90 Paid

\$0.00

STATE OF WASHINGTON }  
COUNTY OF Whatcom } ss.

On this day personally appeared before me

AGNES CLAUS

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned

and official seal this

day of August, 1990.

[Signature]  
Notary Public in and for the State of Wash-  
ington, residing at Bellingham

R9237R 6/85  
LPS 12

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } ss.

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me, the undersigned, a Notary Public in and for the State of Wash- ington, duly commissioned and sworn, personally appeared \_\_\_\_\_

and \_\_\_\_\_  
to me known to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary,

respectively, of \_\_\_\_\_ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corpora- tion, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION:

That portion of Lot 1, Block 1, "Claus Replat of a Portion of C.H. Adsits Addition to Sehome and Carters 2nd Addition to Fairhaven," Bellingham, Whatcom County, Washington, as per the map thereof recorded in Book 9 of Plats, Page 43, in the Auditor's office of said county and state, described as follows:

Beginning at the Northeast corner of Lot 1, Block 1 of said Replat; thence North  $88^{\circ}36'45''$  West along the North line of said Lot 1, 134.52 feet to an intersection with a curve to the left of 532.96 feet radius, the center of which bears South  $6^{\circ}28'00''$  East; thence along said curve to the left, 15.48 feet; thence South  $1^{\circ}17'30''$  West, 144.62 feet; thence South  $88^{\circ}36'45''$  East, 128.32 feet to the Easterly line of said Lot 1; thence North  $18^{\circ}19'45''$  East, 70.00 feet; thence North  $1^{\circ}17'30''$  East, 80.00 feet to the point of beginning.

TOGETHER with a non-exclusive easement for ingress and egress and the right to construct, erect, repair, maintain or replace a light standard, together with appropriate base, conduit and all necessary wiring, and Lessee is also hereby given the right to construct (including such fill and grading as Lessee deems necessary), repair, maintain or replace an approach over the following described easement area, to-wit:

Beginning at the Southeast corner of the above-described tract; thence South  $18^{\circ}16'45''$  West along the Easterly line of said Lot 1, 131.97 feet; thence South  $10^{\circ}33'45''$  West, 131.05 feet; thence South  $57^{\circ}45'45''$  West, 34.06 feet; thence North  $10^{\circ}33'45''$  East, 155.90 feet; thence North  $18^{\circ}19'45''$  East, 126.05 feet to the Southerly line of the said above-described tract; thence South  $88^{\circ}36'45''$  East, 26.13 feet to the point of beginning.

Lessee, its agents and employees, shall not be liable for any loss, damage, injuries, or other casualty of whatsoever kind or by whomsoever caused, to the person or property of anyone (including Lessor) arising out of or resulting from the right of ingress and egress herein reserved by the Lessor; and the Lessor, for himself, his heirs, executors, administrators, successors and assigns, hereby agrees to indemnify and hold Lessee, its agents and employees, harmless from and against all claims for such loss, damage, injury or other casualty:

APPENDIX D



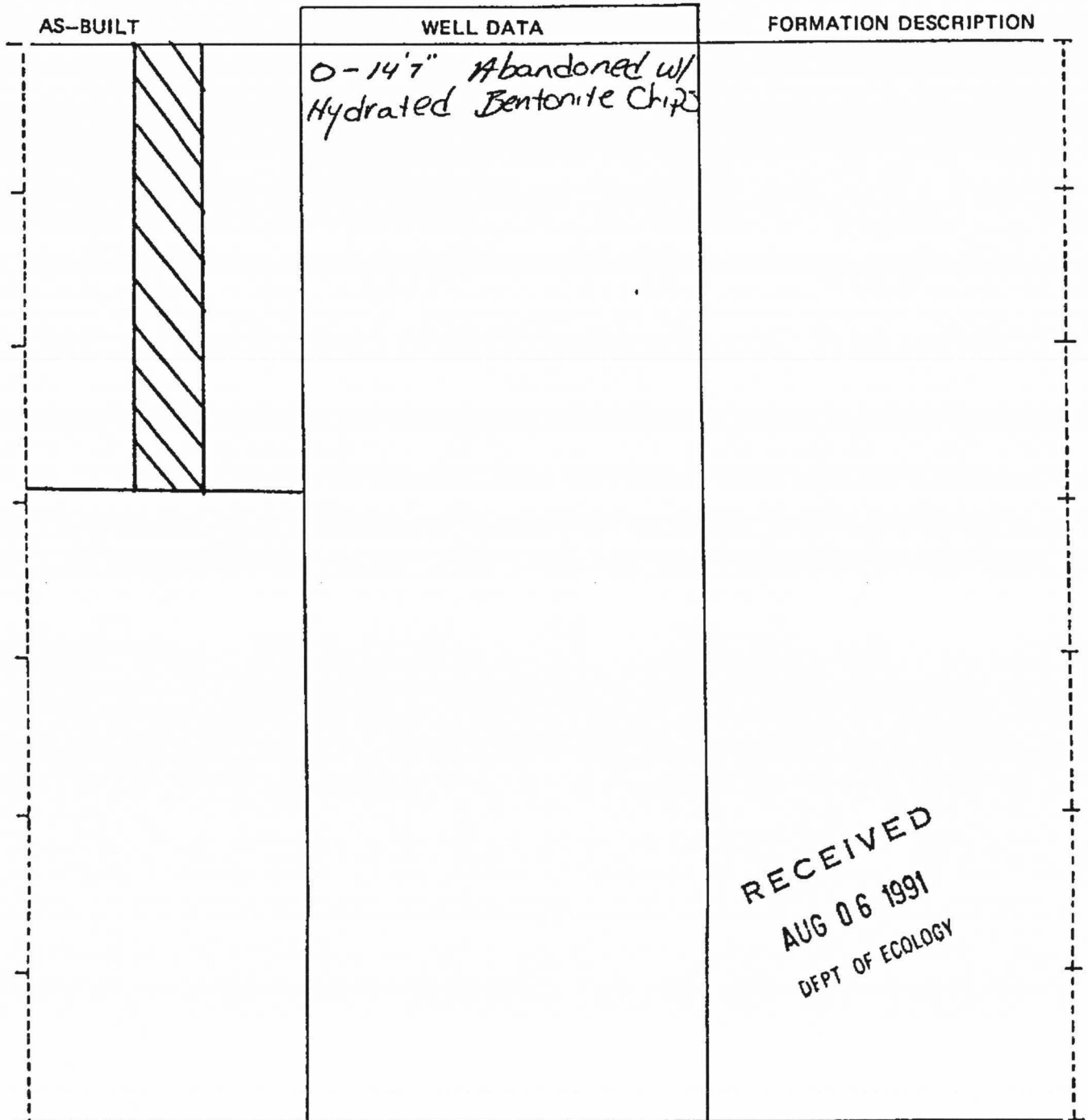
RESOURCE PROTECTION WELL REPORT

37/3E/6B

START CARD NO 0742

PROJECT NAME Bellingham Mall  
 WELL IDENTIFICATION NO A-242  
 DRILLING METHOD Hollow-Stem Auger  
 DRILLER Dean Hayes  
 FIRM Hayes Drilling Inc  
 SIGNATURE [Signature]  
 CONSULTING FIRM Ritterhouse-Zeman  
 REPRESENTATIVE Stan Thompson

LOCATION T 37, R 3E, SEC 6  
 DISTANCE NW FT FROM N/S SECTION LINE  
NE FT FROM E/W SECTION LINE  
 DATUM Whitcomb  
 WATER LEVEL ELEVATION: \_\_\_\_\_  
 INSTALLED \_\_\_\_\_  
~~Abandoned~~  
 DEVELOPED 7/30/91



SCALE: 1" = 1'

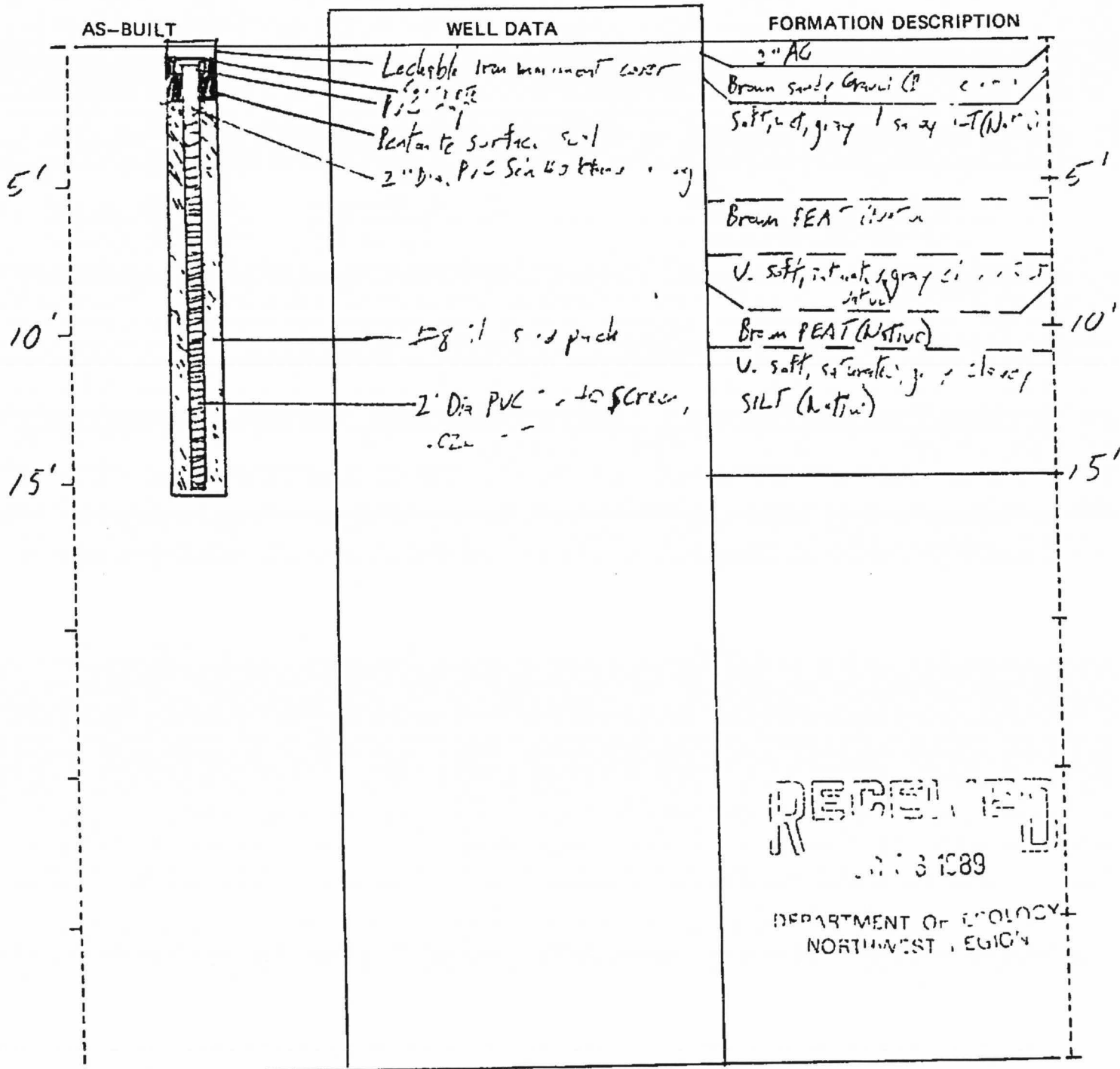
PAGE 1 OF 1

RESOURCE PROTECTION WELL REPORT

START CARD NO 03420

PROJECT NAME Bellingham Mall  
 WELL IDENTIFICATION NO E-3  
 DRILLING METHOD Hand auger  
 DRILLER Norman L. Paulson  
 FIRM Associated Drilling, Inc.  
 SIGNATURE Norman L. Paulson  
 CONSULTING FIRM Riffhouse-Zeman + Associates  
 REPRESENTATIVE Steve Evans

Co. Whatcom  
 LOCATION T 37N, R 3E, SEC 6  
 DISTANCE NW 1/4 FT FROM N/S SECTION LINE  
NE 1/4 FT FROM E/W SECTION LINE  
 DATUM \_\_\_\_\_  
 WATER LEVEL ELEVATION 2'  
 INSTALLED 10/20/89 - YES  
 DEVELOPED 10/20/89 - NO



RECEIVED  
 OCT 31 1989  
 DEPARTMENT OF GEOLOGY  
 NORTHWEST REGION

SCALE 1" = 5'

PAGE 1 OF 1

# RESOURCE PROTECTION WELL REPORT

38/36/31 Q

START CARD NO. ~~079336~~ 079336

PROJECT NAME: AKCO  
 WELL IDENTIFICATION NO: A-136  
 DRILLING METHOD: Hollow Stem Auger  
 DRILLER: Rick Fetterly #1824  
 FIRM: Hayes Drilling, Inc.  
 SIGNATURE: Rick Z. Fetterly  
 CONSULTING FIRM: SEACor  
 REPRESENTATIVE: Dale Christason

COUNTY: Whatcom 2 WELLS  
 LOCATION: SW 1/4 SE 1/4 Sec 31 Twp 38 R 3E  
 STREET ADDRESS OF WELL: \_\_\_\_\_  
125 Samish way - Bellingham  
 WATER LEVEL ELEVATION: \_\_\_\_\_  
 GROUND SURFACE ELEVATION: \_\_\_\_\_  
 INSTALLED: 3-8-91  
 DEVELOPED: \_\_\_\_\_

AS-BUILT	WELL DATA	FORMATION DESCRIPTION
	<p>0-21 Abandoned w/ Bentonite Chips</p> <p>Completed 21' Drilled 21'</p>	<p>0-5 Black TOP</p> <p>5-2 Brown sand &amp; Gravel</p> <p>2-10 Brown hard clay</p> <p>10-16 Tan hard clay</p> <p>16-20 Gray siltstone</p> <p>20 Gray sandstone</p>

RECEIVED  
 JUL 01 1991  
 DEPT OF ECOLOGY

RECEIVED  
 JUL 23 1991  
 DEPT. OF ECOLOGY

This log for 3 wells in the same area  
 SCALE 1" = 5'  
 PAGE 1 OF 2

# RESOURCE PROTECTION WELL REPORT

075366  
START CARD NO ~~678376~~

PROJECT NAME Arco  
 WELL IDENTIFICATION NO A-136  
 DRILLING METHOD Hollow Stem Auger  
 DRILLER Rick Fetterly #1824  
 FIRM Hayes Drilling Inc.  
 SIGNATURE Rick Fetterly  
 CONSULTING FIRM Sea Cor  
 REPRESENTATIVE Dale Christason

COUNTY: Whatcom 38/36/31  
 LOCATION SW 1/4 SE 1/4 Sec 31 Twn 38 R 3E  
 STREET ADDRESS OF WELL: 125 Samish Way - Bellingham  
 WATER LEVEL ELEVATION \_\_\_\_\_  
 GROUND SURFACE ELEVATION \_\_\_\_\_  
 INSTALLED: 3-8-91  
 DEVELOPED \_\_\_\_\_

AS-BUILT	WELL DATA	FORMATION DESCRIPTION
	<p>0-21 Abandoned w/ Bentonite chips</p> <p>21' Completed 21' Drilled</p>	<p>0-5 Black top</p> <p>5-2 Brown sand &amp; Gravel</p> <p>2-10 Brown - Hard - Clay</p> <p>10-16 Tan Hard - Clay</p> <p>16-20 Gray siltstone</p> <p>20' - Gray sandstone &amp; water</p>

RECEIVED  
 JUL 01 1991  
 DEPT OF ECOLOGY

RECEIVED  
 JUL 23 1991  
 DEPT. OF ECOLOGY

# Geoboring & Development, Inc.

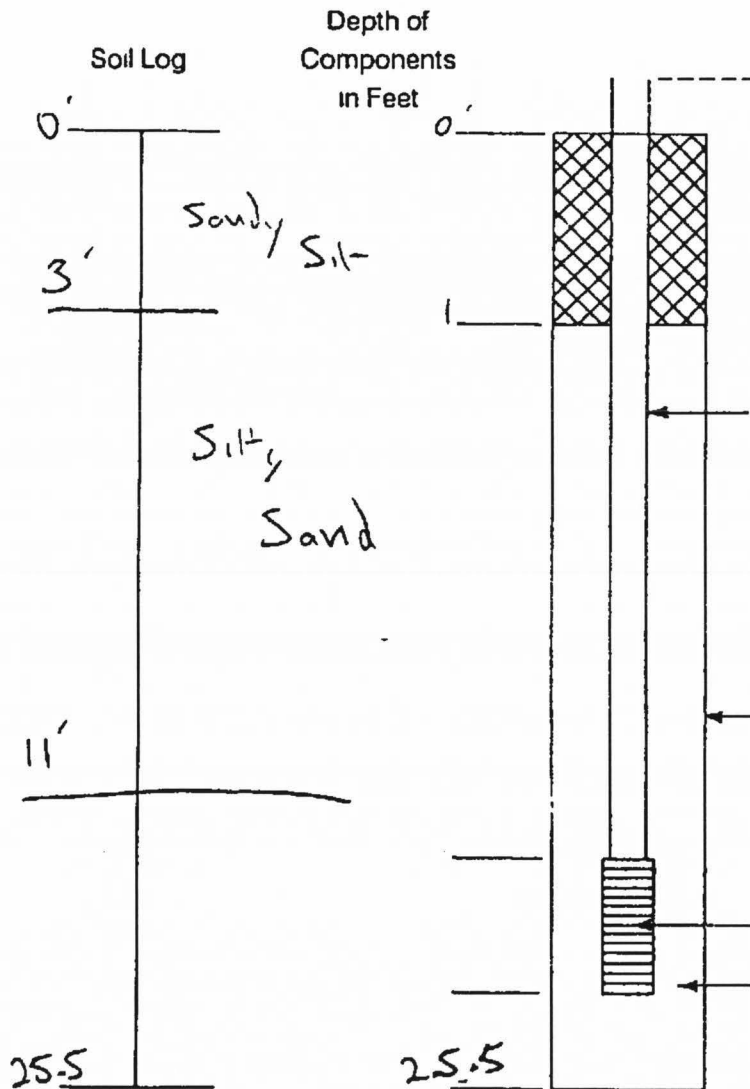
01/14/91 W

## Resource Protection Well Report

ECOLOGY

Project Name Payless  
Well Identification # B-1  
Drilling Method 4" HSA  
Driller Pat Terres  
License # 1793  
Job # 91-50

Date 2-18, 19 22-91 10 WELLS  
County Whatcom SW 1/4 SE 1/4  
Section 33 31 T 38N R 3E  
Start Card 039187  
Consulting Firm Dames + Moore



Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

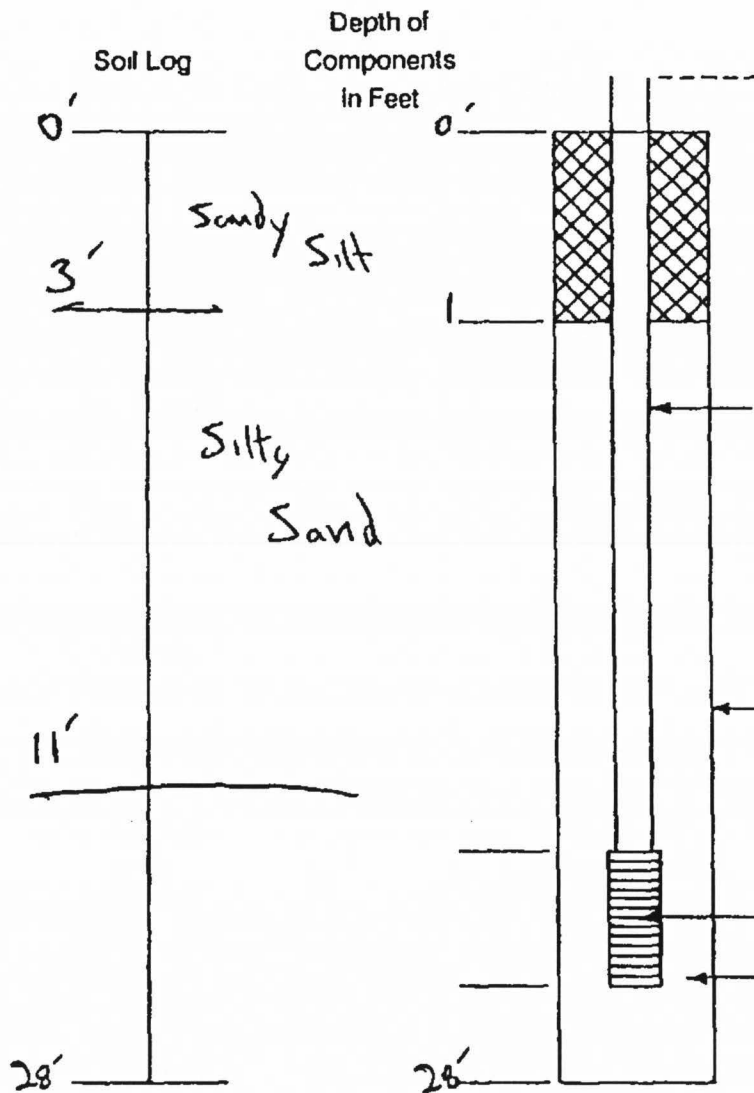
Signature Pat Terres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Payless  
Well Identification # B-2  
Drilling Method 4" HSA  
Driller Pat Ternes  
License # 1793  
Job # 91-50

Date 2-18, 19, 22-91  
County Whatcom, SW 1/4 SE 1/4  
Section 31 T 38N R 3E  
Start Card 039187  
Consulting Firm Dames + Moore



Stick up N/A on Monument Casing  
Type of Surface Seal Concrete  
Amount 1  
ID of Riser Pipe N/A  
Type of Riser Pipe N/A  
Amount N/A  
Type of Connection N/A  
Type of Backfill around Riser Bentonite chip  
Amount 27'  
Diameter of Borehole 9"  
Screen Size or Type N/A  
Type of Filter Material N/A  
Amount N/A

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

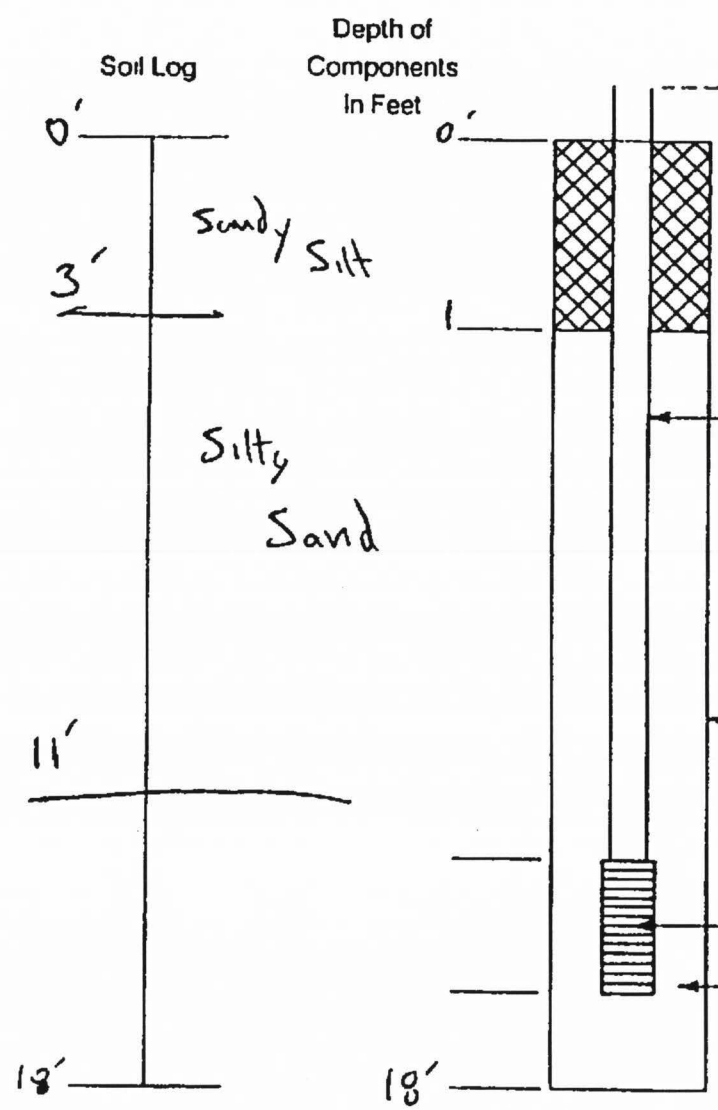
Signature Pat Ternes

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Payless  
 Well Identification # B-4  
 Drilling Method 4" HSA  
 Driller Pat Terres  
 License # 1793  
 Job # 91-50

Date 2-18, 19, 22-91  
 County Whatcom SW 1/4 SE 1/4  
 Section 33 31 T RBN R 3E  
 Start Card 039187  
 Consulting Firm Dames + Moore



Stick up N/A on Monument Casing  
 Type of Surface Seal Concrete  
 Amount 1  
 ID of Riser Pipe \_\_\_\_\_  
 Type of Riser Pipe N/A  
 Amount \_\_\_\_\_  
 Type of Connection \_\_\_\_\_  
 Type of Backfill around Riser Bentonite chip  
 Amount 17  
 Diameter of Borehole 9"  
 Screen Size or Type \_\_\_\_\_  
 Type of Filter Material N/A  
 Amount \_\_\_\_\_

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

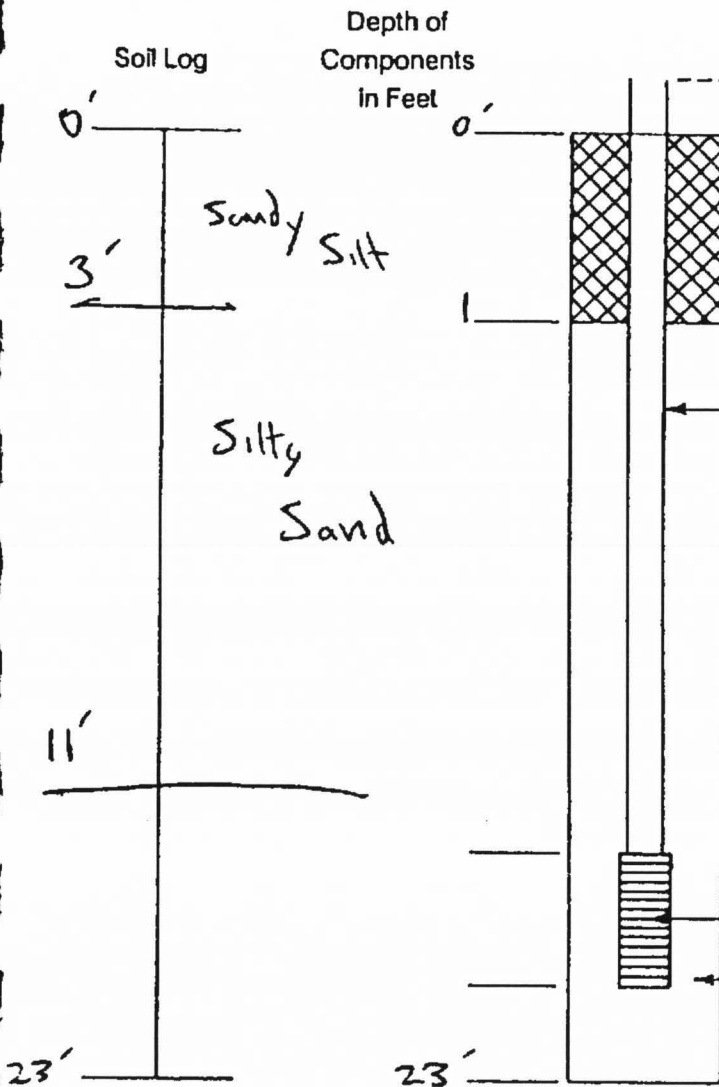
Signature Pat Terres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Payless  
Well Identification # B-5  
Drilling Method 4" HSA  
Driller Pat Ternes  
License # 1793  
Job # 91-50

Date 2-18, 19, 22-91  
County Whatcom, SW 1/4 SE 1/4  
Section 33 31 T. 38N R. 3E  
Start Card 039187  
Consulting Firm Dames + Moore



Stick up N/A on Monument Casing

Type of Surface Seal Concrete  
Amount 1

ID of Riser Pipe N/A  
Type of Riser Pipe N/A  
Amount N/A  
Type of Connection N/A

Type of Backfill around Riser Bentonite chip  
Amount 22'

Diameter of Borehole 9"

Screen Size or Type N/A  
Type of Filter Material N/A  
Amount N/A

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Pat Ternes

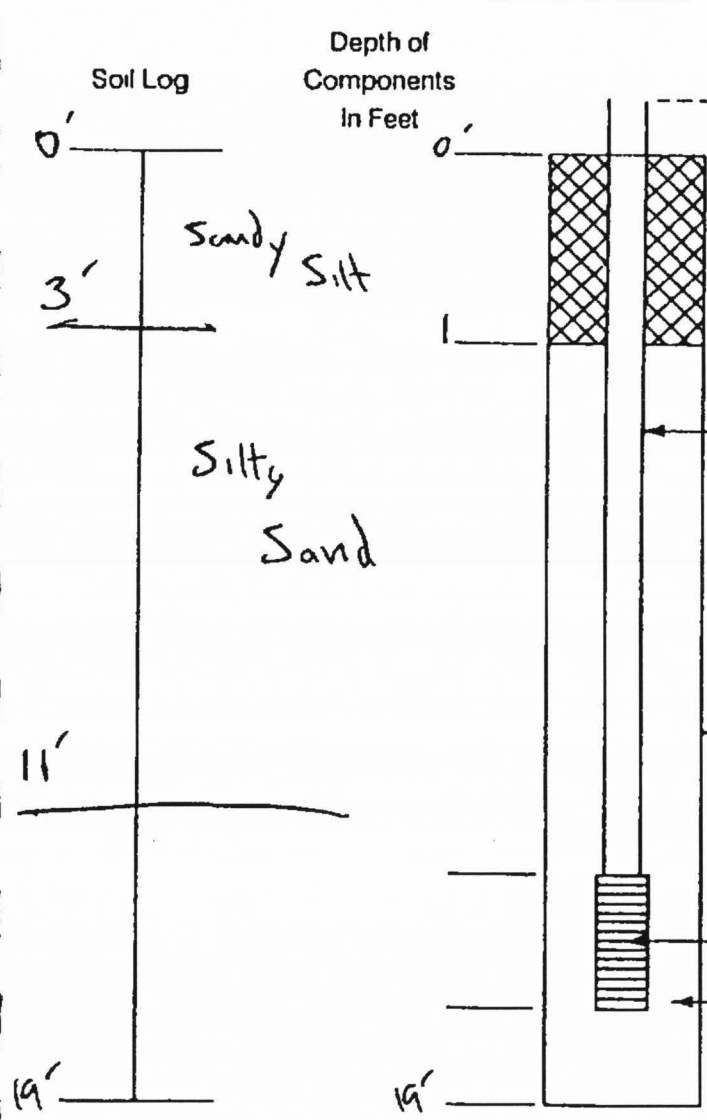
50/3E/3, C

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Payless  
 Well Identification # B-6  
 Drilling Method 4" HSA  
 Driller Pat Ternes  
 License # 1793  
 Job # 91-50

Date 2-18, 19, 22-91  
 County Whatcom, SW 1/4 SE 1/4  
 Section 33 31 T 38N R 3E  
 Start Card 039187  
 Consulting Firm Dames + Moore



Stick up N/A on Monument Casing  
 Type of Surface Seal Concrete  
 Amount 1  
 ID of Riser Pipe \_\_\_\_\_  
 Type of Riser Pipe N/A  
 Amount \_\_\_\_\_  
 Type of Connection \_\_\_\_\_  
 Type of Backfill around Riser Bentonite chip  
 Amount 18'  
 Diameter of Borehole 9"  
 Screen Size or Type \_\_\_\_\_  
 Type of Filter Material N/A  
 Amount \_\_\_\_\_

Remarks \_\_\_\_\_

Signature Pat Ternes

73/5E/31

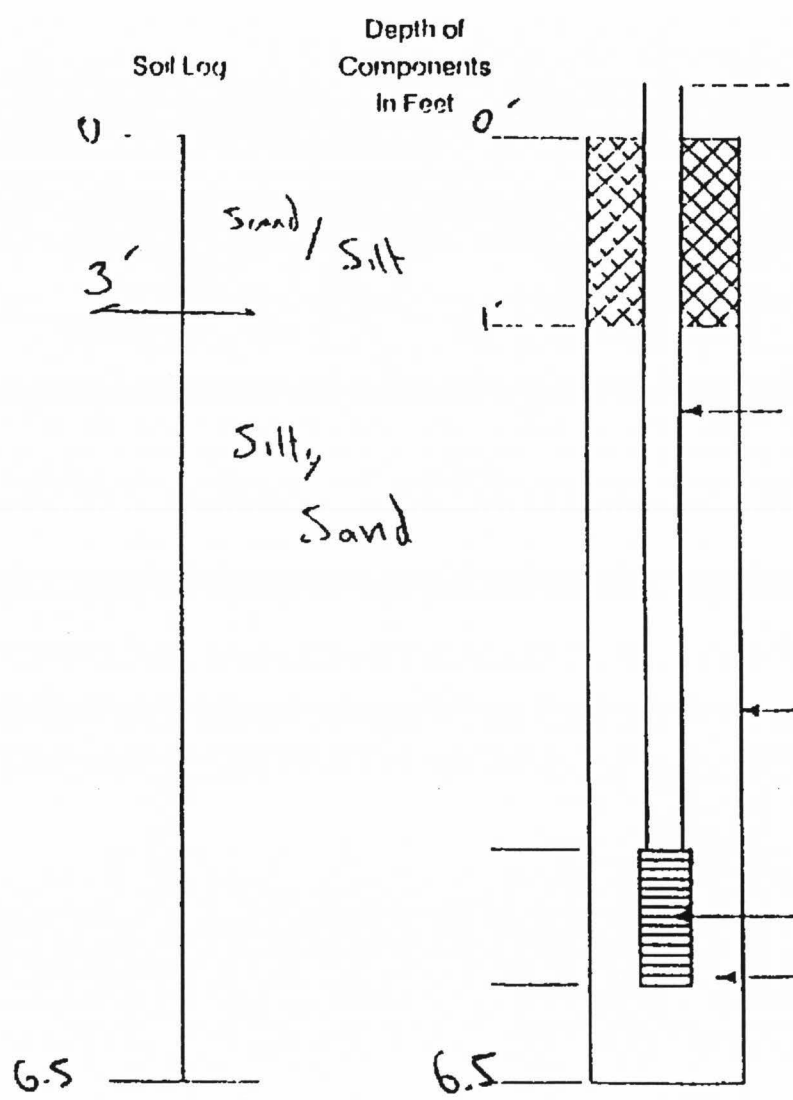
# Geoboring & Development, Inc.

LL 007

## Resource Protection Well Report

Project Name Payless  
 Well Identification # B-3-7  
 Drilling Method 4" HSA  
 Driller Pat Terres  
 License # 1793  
 Job # 91-50

Date 2-18, 19, 22-91  
 County Whatcom SW 1/4 SE 11  
 Section 33 31 T 38N R 3E  
 Start Card 039187  
 Consulting Firm Dames + Moore



Stick up N/A on Monument Casing

Type of Surface Seal Concrete  
 Amount 1'

ID of Riser Pipe \_\_\_\_\_  
 Type of Riser Pipe N/A  
 Amount N/A  
 Type of Connection \_\_\_\_\_

Type of Backfill around Riser Bentonite chip  
 Amount 5.5

Diameter of Borehole 9"

Screen Size or Type \_\_\_\_\_  
 Type of Filter Material N/A  
 Amount \_\_\_\_\_

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature Pat Terres

20/21/31

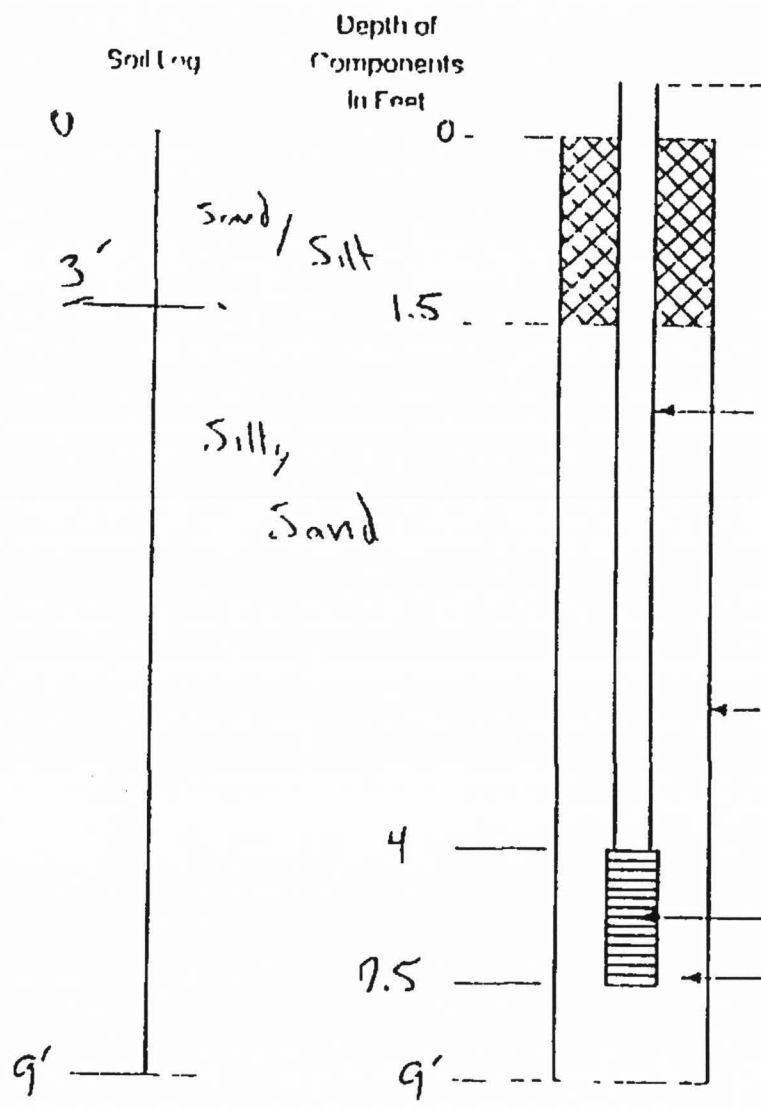
# Geoboring & Development, Inc.

## Resource Protection Well Report

108

Project Name Payless  
 Well Identification # MW-8  
 Drilling Method 4" HSA  
 Driller Pat Terres  
 License # 1793  
 Job # 91-50

Date 2-18, 19, 22-91  
 County Wharton SW 1/4 SE 1  
 Section 33 31 T 38N R 3E  
 Start Card 039187  
 Consulting Firm Dames + Moore



Stick up Flush on Monument Casing

Type of Surface Seal Concrete  
 Amount 1.5

ID of Riser Pipe 2"  
 Type of Riser Pipe PVC  
 Amount 4'

Type of Connection TFE

Type of Backfill around Riser Bentonite chip  
 Amount 1.5

Diameter of Borehole 9"

Screen Size or Type 020

Type of Filter Material 10/20 Co. Sand  
 Amount 3.5

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

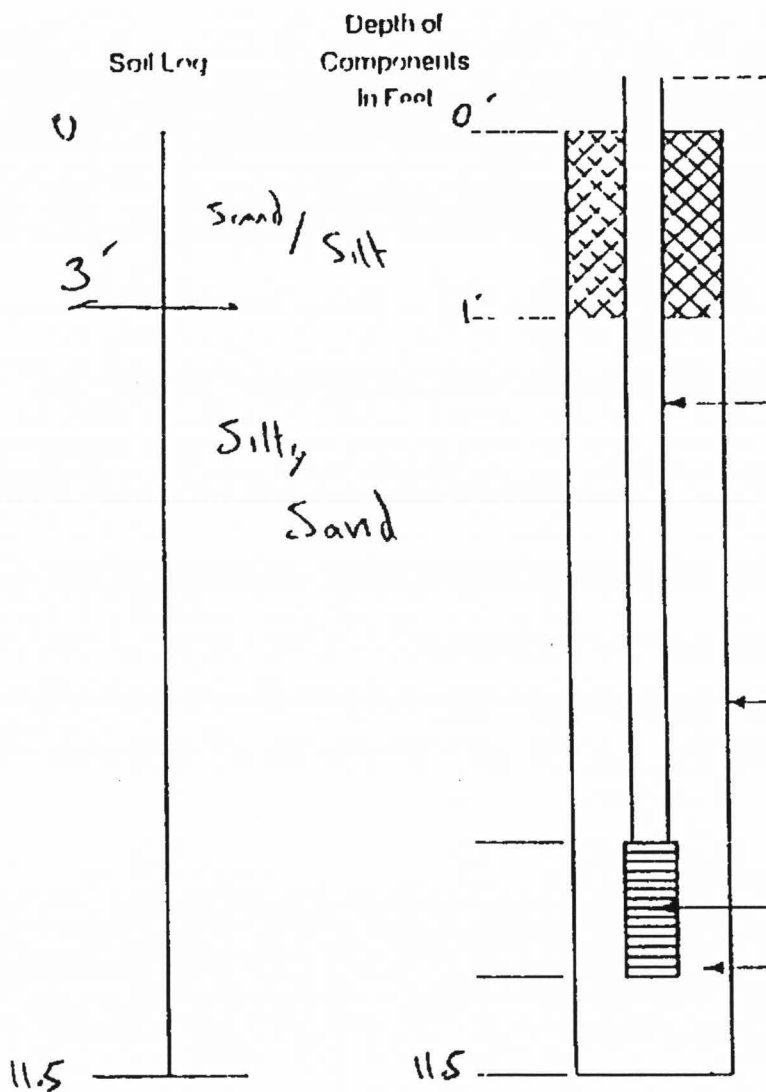
Signature Pat Terres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Payless  
 Well Identification # B-9  
 Drilling Method 4" HSA  
 Driller Pat Terres  
 License # 1793  
 Job # 91-50

Date 2-18, 19, 22-91  
 County Whitman SW 1/4 SE 11  
 Section 31 T 38N R 3E  
 Start Card 039187  
 Consulting Firm Dames + Moore



Stick up N/A on Monument Casing

Type of Surface Seal Concrete  
Amount 1'

ID of Riser Pipe \_\_\_\_\_  
Type of Riser Pipe N/A  
Amount N/A

Type of Connection \_\_\_\_\_

Type of Backfill around Riser Bentonite chip  
Amount 10.5

Diameter of Borehole 9"

Screen Size or Type \_\_\_\_\_

Type of Filter Material N/A  
Amount \_\_\_\_\_

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature Pat Terres

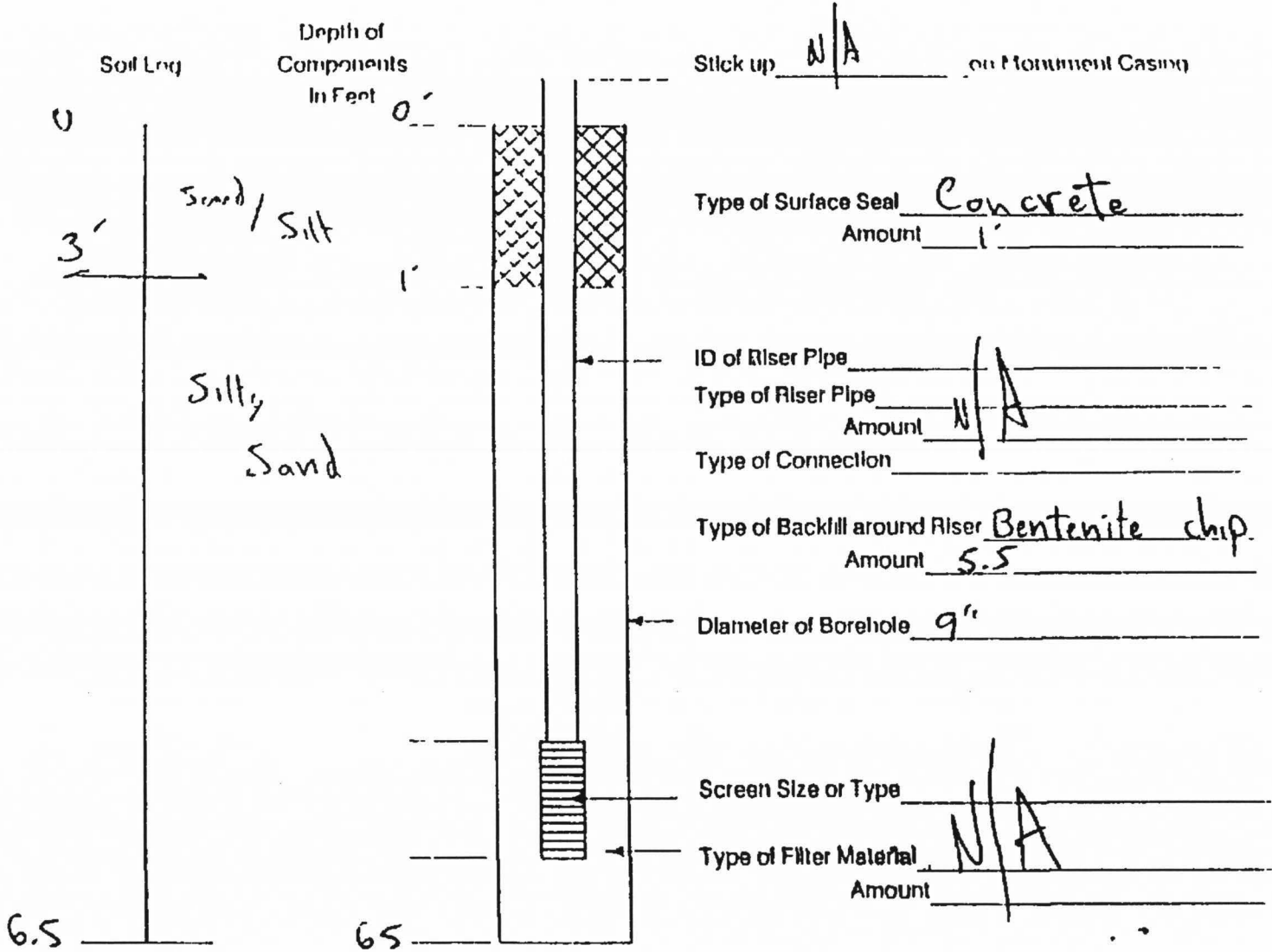
# Geoboring & Development, Inc.

## Resource Protection Well Report

2017

Project Name Payless  
 Well Identification # B-10  
 Drilling Method 4" HSA  
 Driller Pat Ternes  
 License # 1793  
 Job # 91-50

Date 2-18, 19, 22-91  
 County Whatcom SW 1/4 SE 11  
 Section 31 T 38N R 3E  
 Start Card 039187  
 Consulting Firm Dames + Moore



Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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Signature Pat Ternes

# Geoboring & Development, Inc.

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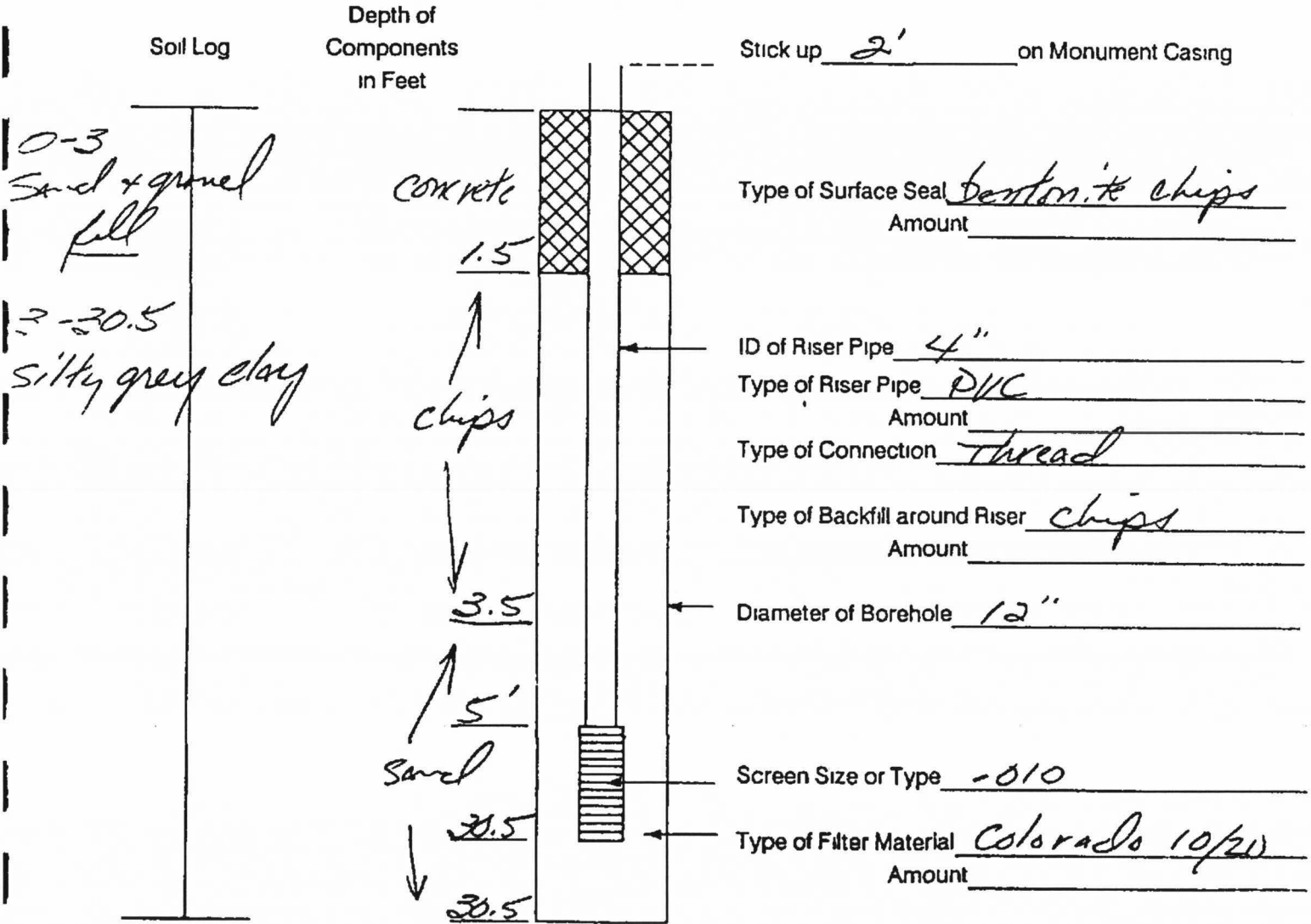
OCT 16 1990

## Resource Protection Well Report

DEPT OF ECOLOGY

Project Name Bellingham Mall  
Well Identification # MW-11  
Drilling Method 6 7/8" HSA  
Driller Dale L. Smith  
License # 12229  
Job # 282

Date 10-10-90  
County Whatcom, SW 1/4 SE 1/4  
Section 31 T 38N R 3E  
Start Card 040612  
Consulting Firm Rittenhouse Zeman



Remarks \_\_\_\_\_  
\_\_\_\_\_  
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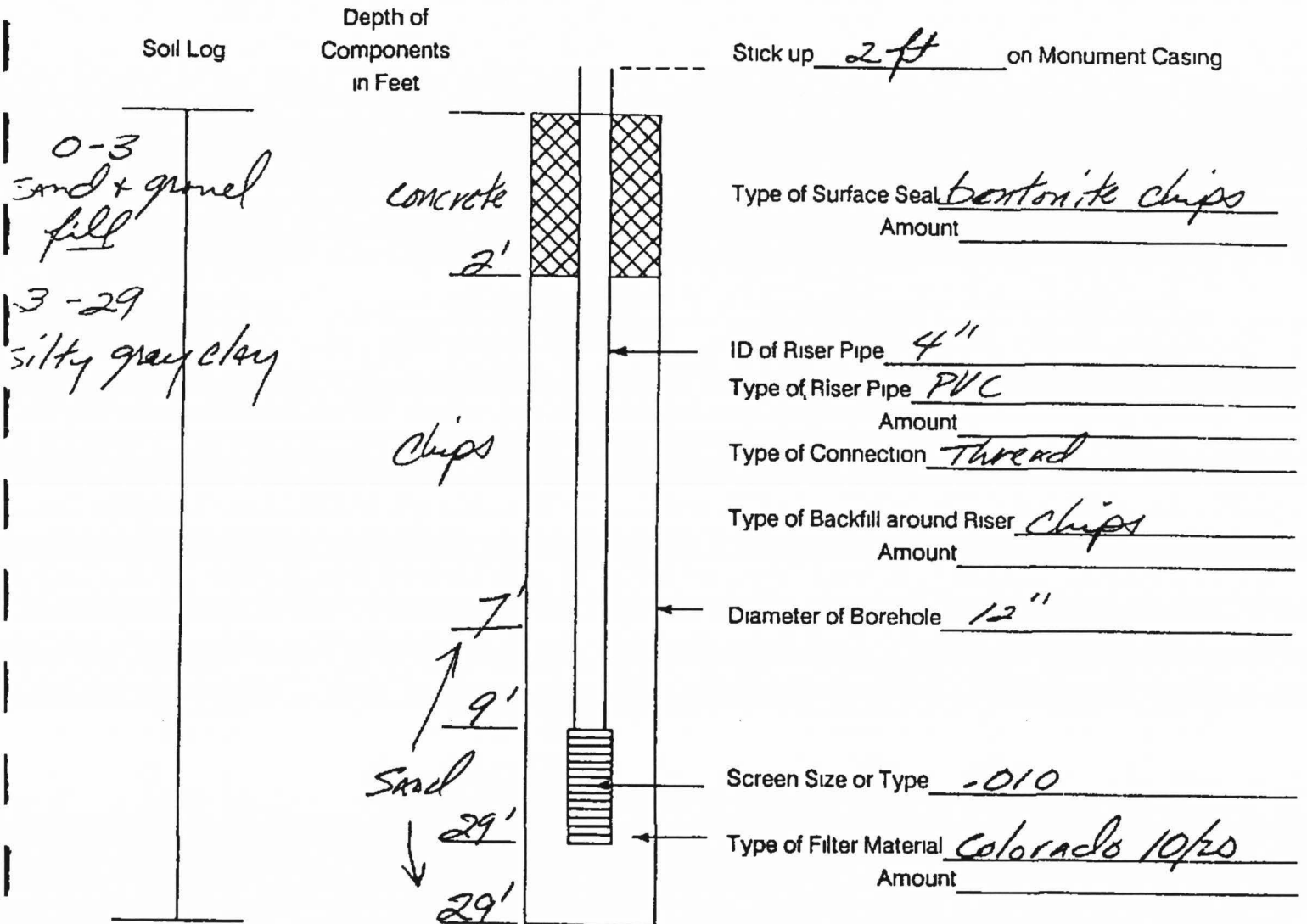
Signature Dale L. Smith

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Bellingham Mall  
Well Identification # MW-10  
Drilling Method 6 5/8" HSA  
Driller Dale L. Smith  
License # 1229  
Job # 282

Date 10-9-90  
County Whatcom, SW 1/4 SE 1/4  
Section 31 T 38N R 3E  
Start Card 040612  
Consulting Firm Rittenhouse Lemay



Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Dale L. Smith

# Geoboring & Development, Inc.

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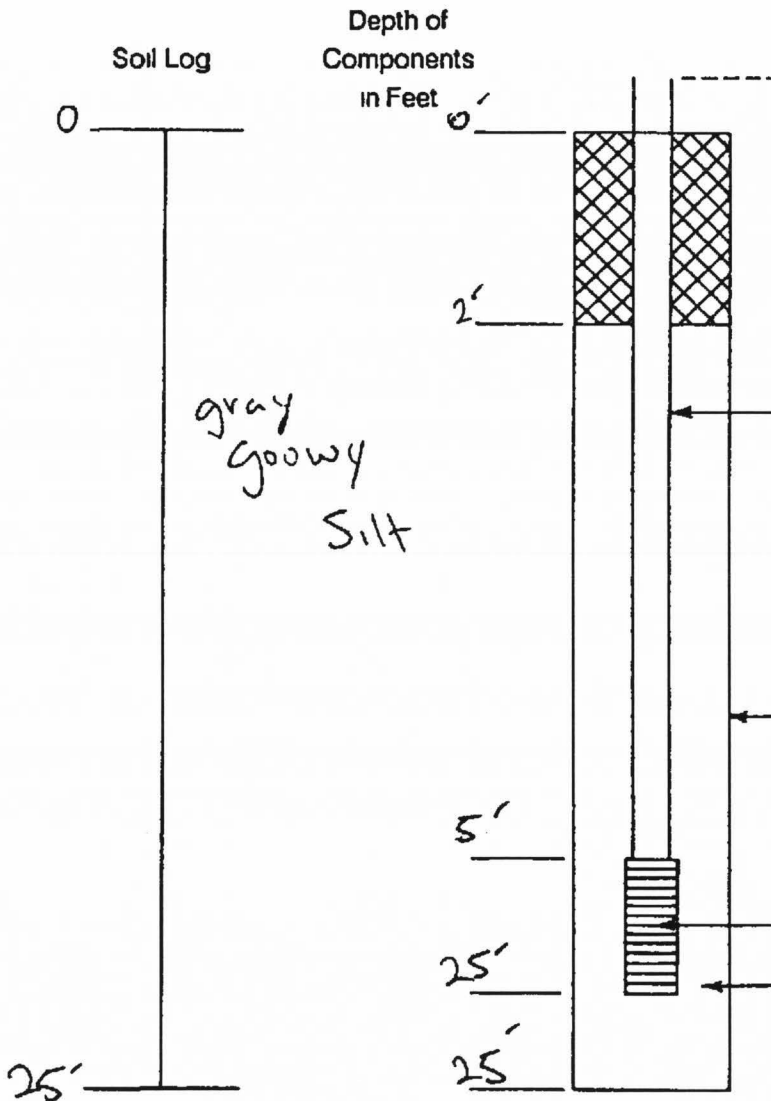
## Resource Protection Well Report

OCT 16 1990

DEPT OF ECOLOGY

Project Name Bellingham Mall  
Well Identification # MW-9  
Drilling Method 6" HSA  
Driller Pat Terrier  
License # 1743  
Job # 262

Date 10-9-90  
County Snohomish SW 1/4 SE 1/4  
Section 31 T 38N R 3E  
Start Card 040612  
Consulting Firm RZA



Stick up 2' on Monument Casing

Type of Surface Seal Concrete  
Amount 2'

ID of Riser Pipe 4"  
Type of Riser Pipe P.V.C.  
Amount 7'

Type of Connection T/E

Type of Backfill around Riser Bedstone chip  
Amount 2'

Diameter of Borehole 12"

Screen Size or Type .010

Type of Filter Material 10/20 Colo. Sand  
Amount 21'

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature Pat Terrier

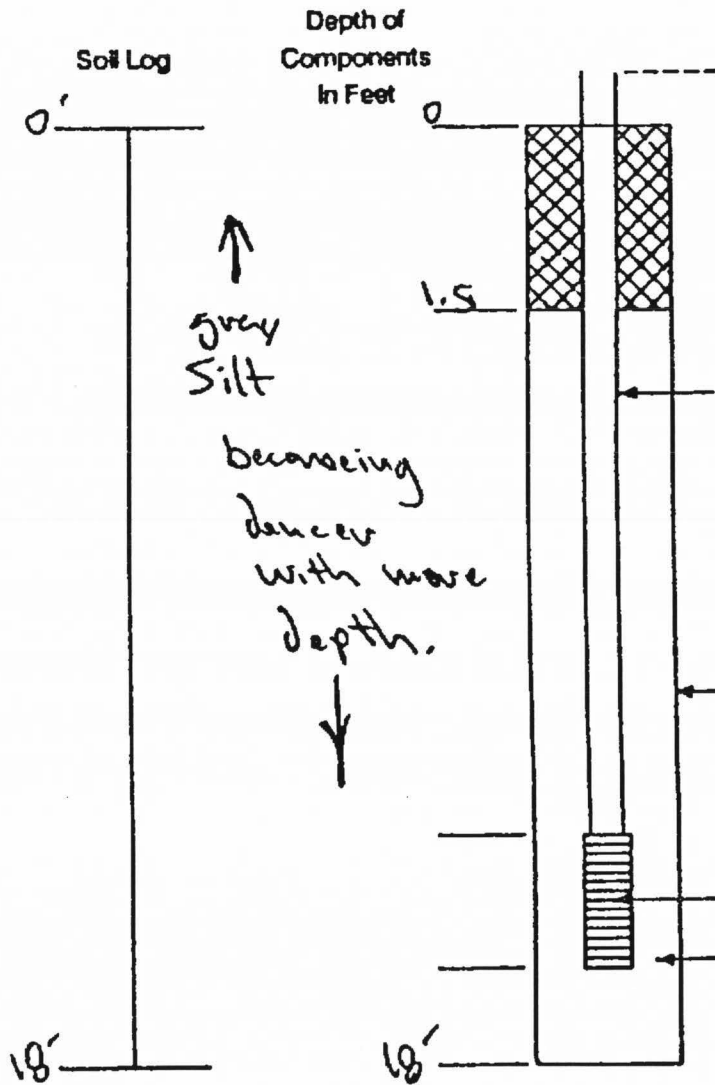
# Geoboring & Development, Inc.

## Resource Protection Well Report

38/3E/31 R

Project Name Chevron  
Well Identification # B-6  
Drilling Method 4" HSA  
Driller Pat Torres  
License # 1793  
Job # 53

Date 25-26, 27, 28, 29-92  
County Wilkeson SE 1/4 SE 1/4  
Section 31 T 38N R 3E  
Start Card 047634  
Consulting Firm Pacific Enviro. Group  
City Bellingham



Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

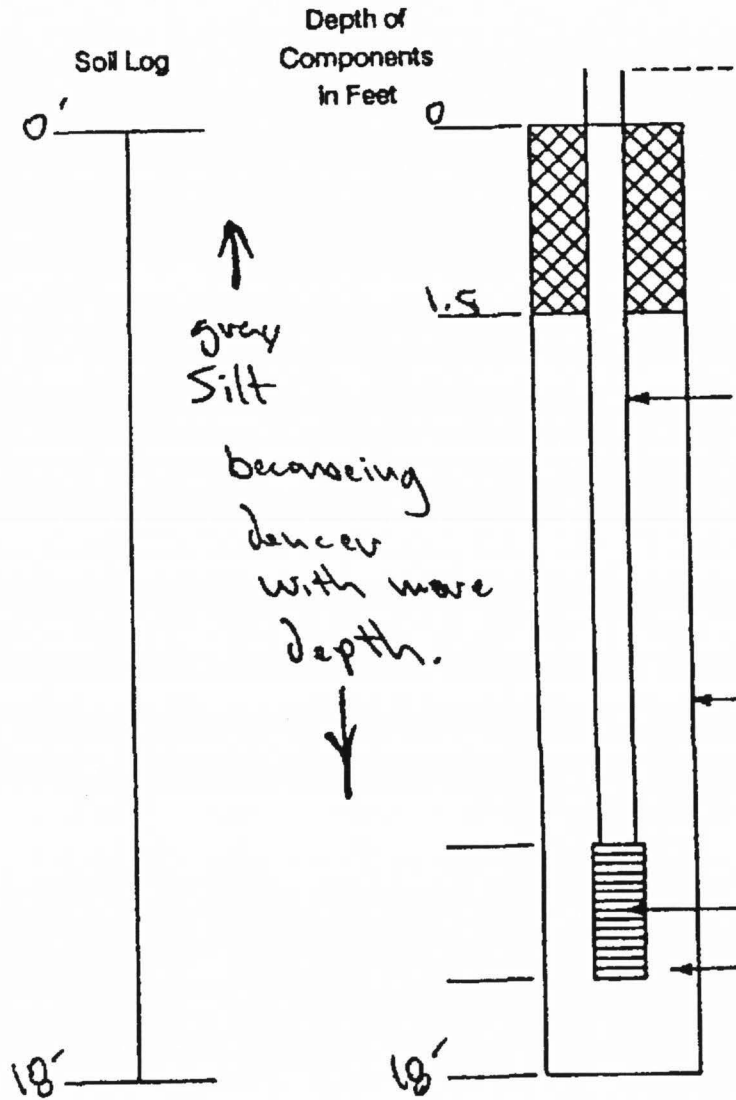
Signature Pat Torres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Chevron  
 Well Identification # B-S  
 Drilling Method 4" HSA  
 Driller Pat Torres  
 License # 1793  
 Job # 53

Date 25-26, 27, 28, 29-92  
 County Whatcom SE 1/4 SE 1/4  
 Section 31 T. 38N R. 3E  
 Start Card 047634  
 Consulting Firm Pacific Enviro. Group  
 City Bellingham



Stick up N/A on Monument Casing

Type of Surface Seal Concrete  
 Amount 1.5

ID of Riser Pipe \_\_\_\_\_  
 Type of Riser Pipe \_\_\_\_\_  
 Amount N/A  
 Type of Connection \_\_\_\_\_

Type of Backfill Expanded Bentonite chip  
 Amount 16.5

Diameter of Borehole 9"

Screen Size or Type \_\_\_\_\_  
 Type of Filter Material N/A  
 Amount \_\_\_\_\_

Remarks \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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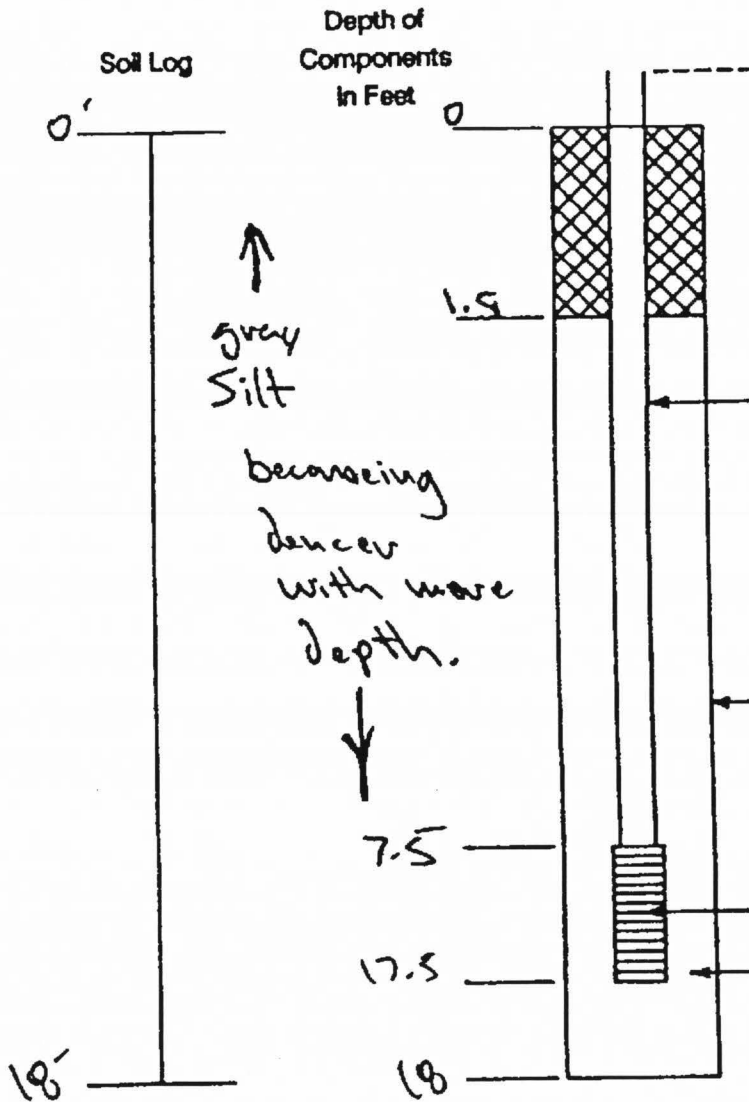
Signature Pat Torres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Chevron  
Well Identification # MW-4  
Drilling Method 4" HSA  
Driller Pat Torres  
License # 1793  
Job # 5.3

Date 25-26, 27, 28, 29-92  
County Whatcom SE 1/4 SE 1/4  
Section 31 T. 38N R. 3E  
Start Card 047634  
Consulting Firm Pacific Enviro. Control  
City Bellingham



Stick up Flush on Monument Casing

Type of Surface Seal Concrete  
Amount 1.5

ID of Riser Pipe 2"  
Type of Riser Pipe PVC  
Amount 7.5

Type of Connection T/E

Type of Backfill around Riser Bentonite chip  
Amount 3.5

Diameter of Borehole 9"

Screen Size or Type .020

Type of Filter Material 10/20 Colo. Sand  
Amount 12'

Remarks:

RECEIVED  
MAR 09 1992  
DEPT. OF ECOLOGY

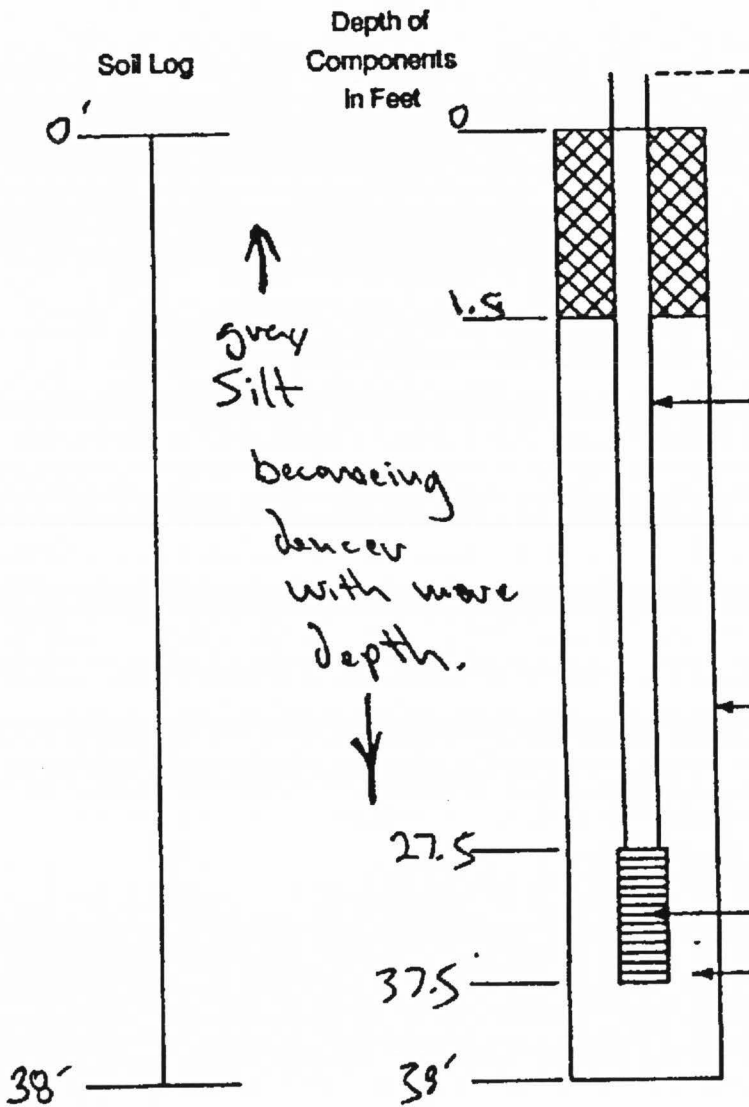
Signature Pat Torres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Chevron  
 Well Identification # MW-3  
 Drilling Method 4" HSA  
 Driller Pat Torres  
 License # 1793  
 Job # 53

Date 25-26, 27, 28, 29-91  
 County Whatcom, SE 1/4 SE 1/4  
 Section 31 T. 38N R. 3E  
 Start Card 047634  
 Consulting Firm Pacific Enviro Group  
 City Bellingham



Type of Surface Seal Concrete  
 Amount 1.5

ID of Riser Pipe 2"

Type of Riser Pipe PVC  
 Amount 27.5

Type of Connection T/E

Type of Backfill around Riser Bentonite chip  
 Amount 23.5

Diameter of Borehole 9"

Screen Size or Type .020

Type of Filter Material 10/20 Colb. Sand  
 Amount 12'

Remarks: \_\_\_\_\_

RECEIVED  
 MAR 09 1992  
 DEPT. OF ECOLOGY

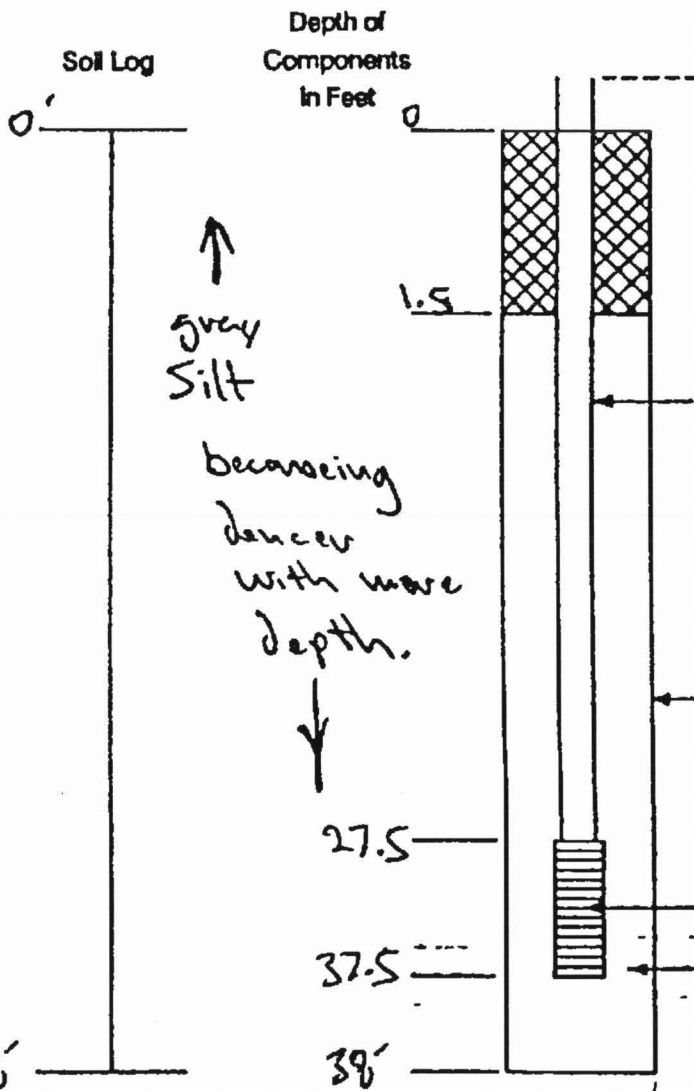
Signature Pat Torres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Chewon  
 Well Identification # MW-2  
 Drilling Method 4" HSA  
 Driller Pat Torres  
 License # 1793  
 Job # 53

Date 25-26, 27, 28, 29-92  
 County Whatcom SE 1/4 SE 1/4  
 Section 31 T 38N R 3E  
 Start Card 047634  
 Consulting Firm Pacific Enviro Group  
 City Bellingham



Stick up Flush on Monument Casing

Type of Surface Seal Concrete  
 Amount 1.5

ID of Riser Pipe 2"  
 Type of Riser Pipe PVC  
 Amount 27.5

Type of Connection T/E

Type of Backfill around Riser Bentonite chip  
 Amount 23.5

Diameter of Borehole 9"

Screen Size or Type .020

Type of Filter Material 10/20 Colo. Sand  
 Amount 12"

Remarks \_\_\_\_\_

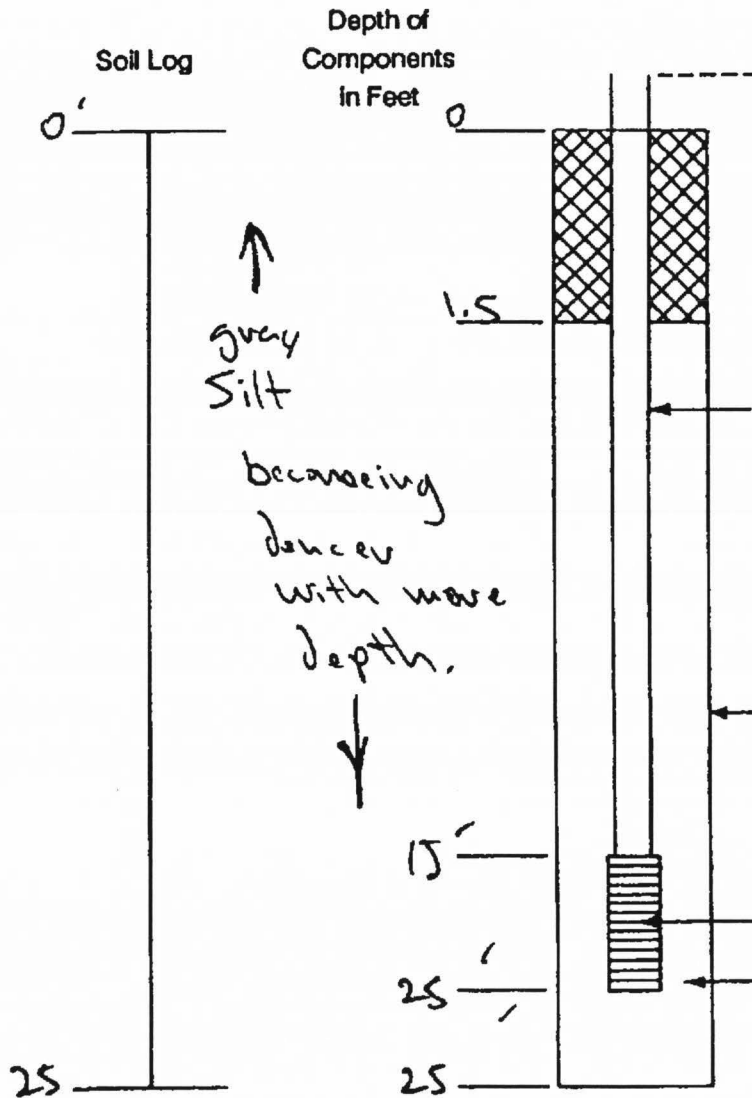
Signature Pat Torres

# Geoboring & Development, Inc.

## Resource Protection Well Report

Project Name Chevron  
 Well Identification # MW-1  
 Drilling Method 4" HSA  
 Driller Pat Torres  
 License # 1793  
 Job # 53

Date 25-26, 27, 28, 29-92  
 County Whatcom SE 1/4 SE 1/4  
 Section 31 T 38N R. 3E  
 Start Card 047634  
 Consulting Firm Pacific Enviro. Consult  
 City Bellingham



Stick up Flush on Monument Casing

Type of Surface Seal Concrete  
 Amount 1.5

ID of Riser Pipe 2"  
 Type of Riser Pipe PVC  
 Amount 15

Type of Connection T/E

Type of Backfill around Riser Bentonite chip  
 Amount 11.5

Diameter of Borehole 9"

Screen Size or Type .020

Type of Filter Material 10/20 Colo. Sand  
 Amount 12'

Remarks \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

RECEIVED  
 MAR 09 1992  
 DEPT OF ECOLOGY

Signature Pat Torres

RESOURCE PROTECTION WELL REPORT

WHS

START CARD NO \_\_\_\_\_

PROJECT NAME S. ...

WELL IDENTIFICATION NO 11-2-00

DRILLING METHOD \_\_\_\_\_

DRILLER \_\_\_\_\_

FIRM \_\_\_\_\_

SIGNATURE \_\_\_\_\_

CONSULTING FIRM \_\_\_\_\_

REPRESENTATIVE \_\_\_\_\_

LOCATION T \_\_\_\_\_ R \_\_\_\_\_ SEC \_\_\_\_\_

DISTANCE \_\_\_\_\_ FT FROM N/S SECTION LINE

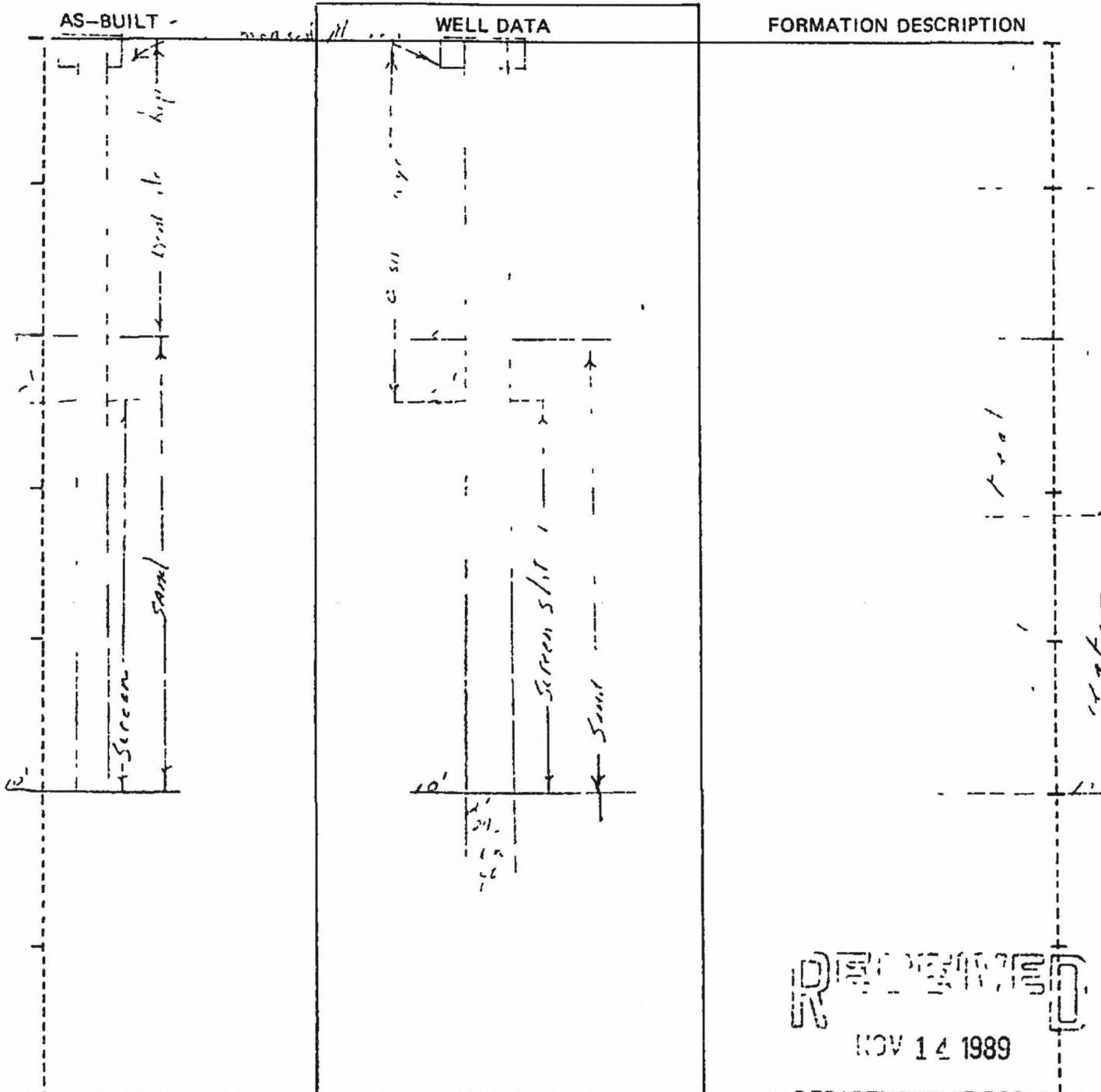
\_\_\_\_\_ FT FROM E/W SECTION LINE

DATUM \_\_\_\_\_

WATER LEVEL ELEVATION \_\_\_\_\_

INSTALLED 11-1-89

DEVELOPED 1-2-89



SCALE 1" = 2'

PAGE \_\_\_\_\_ OF 1

DEPARTMENT OF ECOLOGY  
NORTHWEST REGION